## RENEWAL AGREEMENT FOR SCHOOL RESOURCE OFFICER AT THE SOMERSET ACADEMY ST. LUCIE

THIS RENEWAL AGREEMENT is made and entered into this \_\_\_\_\_ day of August 2025, by and between Somerset Academy, Inc., a Florida not for profit corporation (the "School") and the City of Port St. Lucie, a Florida municipal corporation (the "City").

WHEREAS, the School owns and operates a charter school known as Somerset Academy St. Lucie, located at 4402 SW Yamada Drive, Port St. Lucie, Florida, 34953; and

WHEREAS, Section 1006.12, Florida Statutes, requires that a School Resource Officer ("SRO") be assigned to each school facility; and

WHEREAS, by agreement entered into on September 26, 2018, the City agreed to provide to the School an SRO for law enforcement, counseling, and a law-related educational service program for the 2018-19 school year ("Initial Agreement"); and

WHEREAS, the parties have annually renewed the term of Initial Agreement through addenda and/or amendments which covered subsequent consecutive school years, with the most recent renewal covering the 2024-25 school year; and

WHEREAS, the School wishes to continue to receive and the City wishes to continue to provide to the School an SRO for law enforcement, counseling, and a law-related educational service program; and

WHEREAS, parties wish to renew the Initial Agreement and incorporate said terms herein.

- **NOW, THEREFORE,** in consideration of the mutual promises and covenants contained in the Initial Agreement, which are expressly incorporated herein, the School and the City hereby agree to modify and supplement the Initial Agreement with the following terms and conditions:
  - **Section 1.** Whereas. The "Whereas" clauses are hereby incorporated herein.
- **Section 2. Conflict.** In the event of conflict between the Initial Agreement and this Renewal Agreement, the terms and conditions in this Renewal Agreement shall supersede and take precedence over the Initial Agreement.
- **Section 3. Venue**. The Renewal Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any conflict of law provision. Venue shall be in St. Lucie County, Florida.
- **Section 4. Approval.** The parties acknowledge and agree that the effectiveness of this Renewal Agreement is contingent upon approval by City Council.

## **ARTICLE I**

1.1 The Initial Agreement is hereby continued for a period of three (3) years commencing July 1, 2025, and ending June 30, 2028 (the "Renewal Term").

## **ARTICLE VI**

- Agreement, as set forth in Section 6.2, below. The amount of contribution by the parties may be renegotiated each year of the Renewal Term, so long as the amount of shared costs is determined and agreed to by June 1 of each year. Notwithstanding the foregoing, any negotiations the City has regarding its Collective Bargaining unit shall take precedence and shall apply to any applicable Renewal Term. If there are no re-negotiations for any agreed upon Renewal Term, the immediately previous year's price shall be the renewal price subject to a five percent (5%) increase each year of renewal, as set forth in Section 6.2. For the avoidance of doubt, the schedule in Section 6.2 sets forth the default increases during the Renewal Term, however, that is subject to re-negotiations and the Collective Bargaining unit negotiations. The City reserves the right to audit the School's records related to funding for purposes of this Renewal Agreement. The School shall also provide the City the State reimbursement amount it is to receive by June 1 of each year
- 6.2 For the Renewal Term, 6.2 For the Renewal Term, the School shall pay the City a flat, annual rate according to the schedule below, subject to the re-negotiation and the Collective Bargaining provisions in 6.1:

School Year	Annual Rate	
2025-26	\$81,034.00	
2026-27	\$85,086.00	
2027-28	\$89,340.00	

The School shall pay the City an amount equal to 25% of the flat annual rate upon receipt of quarterly invoices from the City. The School shall pay the City within fourteen (14) days of receipt of any quarterly invoice. The School shall remit payments to the following address: City of Port St. Lucie, Director of Finance Division, 121 SW Port St. Lucie Boulevard, Port St. Lucie, FL 34984.

## **ARTICLE XIII**

13.4 Except as expressly modified by this Renewal Agreement, the Initial Agreement, including any written amendments thereto, shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding, and enforceable obligations of the parties. This Renewal Agreement and the Initial Agreement, including any written amendments thereto, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHERE OF, the parties have caused this Agreement to be signed by their duly authorized officers.

Signed, sealed, and delivered in the presence of:		SOMERSET ACADEMY, INC.
Witness	Ву:	Printed Name: Erika Rains Title: Principal
		8-1-25
		Date
•		
	*	CITY OF PORT ST. LUCIE
Witness Signature Printed Name:		Shannon Martin, Mayor
•		Date: