

SECURITY COOPERATION AGREEMENT

THIS SECURITY COOPERATION AGREEMENT (this "**Agreement**") is entered into, by, and among City of Cooper City ("**CITY**"), and **RED APPLE AT COOPER CITY, LLC**, a Florida Limited Liability Company ("**RED APPLE**") and **RENAISSANCE CHARTER SCHOOL, INC.**, a Florida Non-Profit Corporation ("**RENAISSANCE**") and their parent companies, subsidiaries, affiliates, divisions, wholly owned subsidiaries, officers, directors, representatives, stockholders, managers, agents, consultants, insurers, subsidiaries, employees, attorneys, lienholders, mortgagees, lessors, creditors, executors, administrators, successors, trustees, receivers, adjusters, beneficiaries, predecessors, relatives, heirs, joint tenants, tenants-in-common, and assigns (collectively, "**RESPONDENT**"). The **CITY**, **RED APPLE** and **RENAISSANCE** shall collectively be referred herein to as the "**PARTIES**."

RECITALS

WHEREAS, the **CITY** and **RENAISSANCE**, together with **RED APPLE**, are parties to that certain Stipulated Agreement of even date herewith resolving a dispute concerning the conditional use approval for the real property commonly known as 2800 North Palm Avenue, Cooper City, Florida 33026 (the "Stipulated Agreement");

WHEREAS, as part of the consideration for the Stipulated Agreement, **RENAISSANCE** has agreed to obtain and maintain certain safe-school officer coverage for Renaissance Charter School at Cooper City (the "School"), as further described herein;

WHEREAS, the Parties intend that the security commitments set forth in this Agreement constitute an independent, freestanding contractual obligation of **RENAISSANCE**, separate and apart from, and not derived from or dependent upon, the conditional use approval issued under Resolution No. 10-10-3, any other development order, or any local ordinance of the **CITY**;

WHEREAS, the Parties are entering into this Agreement as a document separate from the Stipulated Agreement in order to memorialize that intent and to ensure that this Agreement is independently enforceable according to its own terms, regardless of the outcome of the Stipulated Agreement or any future amendment, repeal, or judicial construction of Section 1006.12, Florida Statutes, or any successor statute;

WHEREAS, the Parties wish to set forth their mutual understanding, obligations, and remedies with respect to school security coverage at the School;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Security Obligation — Independent Contractual Undertaking.

(a) Notwithstanding Section 1006.12, Florida Statutes, as may be amended from time to time, commencing with the 2026–2027 school year and proceeding on a going-forward basis for each subsequent school year during the term of this Agreement, **RENAISSANCE** shall obtain and maintain Florida statutory security coverage by a sworn

law enforcement officer certified by the Florida Department of Law Enforcement ("FDLE") from a viable, feasible, and compliant source, including but not limited to the Broward Sheriff's Office ("BSO"), the Broward County School Board, or another law enforcement agency. Such coverage shall include a school resource officer ("SRO") or a retired sworn law enforcement officer certified by FDLE and associated with an agency, as defined in Section 943.10(4), Florida Statutes.

(b) **RENAISSANCE** shall be solely responsible for payment of the officer's costs, and the Parties agree to cooperate in good faith to obtain the officer at an annual cost that is comparable with commercially reasonable expectations of payment for the security services provided.

(c) This obligation is a bargained-for, freestanding contractual commitment made by **RENAISSANCE** in consideration of the CITY's agreement to rescind certain code enforcement actions and quasi-judicial findings as set forth in the Stipulated Agreement. It is **not** a condition of the Property's Conditional Use Petition approved under Resolution No. 10-10-3, is **not** derived from or dependent upon that approval or any other development order or local ordinance, and does **not** constitute the CITY's exercise of local governing authority over the type, source, or configuration of a safe-school officer under Section 1006.12, Florida Statutes, or any successor provision.

2. Cure Period and Remedy.

(a) In the event **RENAISSANCE** fails to obtain or maintain the security coverage required under Section 1, or asserts any defense that Section 1 is unenforceable notwithstanding the waiver set forth in Section 2, **RENAISSANCE** shall have thirty (30) days after written notice from the CITY to cure such failure.

(b) If **RENAISSANCE** does not cure within such thirty (30) day period, the CITY may initiate code enforcement or conditional use compliance proceedings addressing the security condition without prejudice from the mutual release contained in the Stipulated Agreement as to that specific issue.

(c) The remedy set forth in this Section 3 is in addition to, and not in lieu of, any other remedy available to the Parties at law, in equity, or under this Agreement or the Stipulated Agreement.

3. Term.

This Agreement shall commence on the date of last execution below and shall continue for so long as **RENAISSANCE** holds a charter to operate the School, unless earlier terminated by mutual written agreement of the Parties.

4. Relationship to Stipulated Agreement.

This Agreement is executed concurrently with, and in partial consideration for, the Stipulated Agreement. Notwithstanding the foregoing, this Agreement is a separate and freestanding contract, is not merged into or superseded by the Stipulated Agreement, and shall survive independently of the Stipulated Agreement, including in the event any

provision of the Stipulated Agreement is held invalid, unenforceable, rescinded, or void for any reason.

5. **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the **PARTIES** designate the following as the respective places for giving of notice:

CITY: Alex Rey
City Manager
City of Cooper City
9090 S.W. 50th Place
Cooper City, Florida 33328
Telephone No. (954) 434-4300
Email: arey@coopercityfl.gov

Copy To: Jacob G. Horowitz, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial
Boulevard, Suite 200 Fort
Lauderdale, Florida 33308
Telephone No.(954) 771-4500
Facsimile No.(954) 771-4923
Email: jhorowitz@gorencherof.com

School: Renaissance Charter School
c/o Ken Hiako, Chair
6278 North Federal Highway
Suite 384
Fort Lauderdale, FL 33308

Owner: Red Apple at Cooper City, LLC
Attn: Scott Woodrey, President
800 Corporate Drive
Suite 124
Fort Lauderdale, FL 33334

Copy To: Ed Pozzuoli
Tripp Scott
110 Southeast Sixth Street
Suite 1500
Fort Lauderdale, FL 33301
Telephone No. (954) 525-7500
Email: ejp@trippscott.com

5. **No Admission of Liability.**

Nothing contained in this Agreement will be deemed or construed as an admission of wrongdoing or liability on the part of either Party, unless a Party breaches this Agreement.

6. **Severability.**

If any portion of this Agreement is determined by a court of competent jurisdiction to conflict with any federal, state, or local law, and as a result such portion is declared invalid and of no force or effect, all remaining provisions of this Agreement shall remain in full force and effect and shall be construed as if such invalid portion had not been included herein.

7. **Further Assurances.**

Each Party agrees to execute such further and additional documents, instruments, and writings as may be necessary, proper, required, desirable, or convenient for the purpose of fully effectuating the terms and provisions of this Agreement.

8. **Governing Law; Venue.**

Except where preempted by federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Florida, applicable to agreements made and to be performed in that state. Venue for any action arising under this Agreement shall be in any court of competent jurisdiction in Broward County, Florida.

9. **Amendment or Modification.**

This Agreement may be amended or modified only by a written instrument signed by both Parties.

10. **Entire Agreement.**

This Agreement constitutes the entire understanding and agreement of the Parties as it relates to the subject matter herein and supersedes all prior negotiations, discussions, correspondence, communications, understandings, and agreements between the Parties relating to such subject matter, other than the Stipulated Agreement, which remains a separate and independently effective agreement as described in Section 5. **IN WITNESS WHEREOF**, the Parties have read and understood the terms and conditions of this Agreement, agree to be bound by all of its provisions, and have executed same on the date(s) shown by their respective signatures below.

FOR THE CITY OF COOPER CITY

(Corporate Seal)

THE CITY OF COOPER CITY, FLORIDA

ATTEST:

By: _____

Title: _____

Date: _____

Title

Approved as to Form and Legal Content:

Jacob Horowitz, Esq.
City of Cooper City Attorney

FOR RENAISSANCE CHARTER SCHOOL, INC.

By: _____

Print Name: _____

Title: _____

Date: _____

FOR RED APPLE AT COOPER CITY, LLC

By: _____

Print Name: _____

Title: _____

Date: _____