

RESOLUTION NO. 23-12

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE AGREEMENT BETWEEN THE CITY OF COOPER CITY, THE BROWARD SHERIFF’S OFFICE, AND RENAISSANCE CHARTER SCHOOL, INC., FOR SCHOOL RESOURCE OFFICER SERVICES, ATTACHED HERETO AS EXHIBIT “A” AND INCORPORATED HEREIN; AUTHORIZING AND DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 12, 2010, the City Commission of the City of Cooper City adopted Resolution No. 10-10-4 (the “Resolution”), thereby approving a conditional use for Renaissance Charter School, Inc. (“Renaissance”) and imposing certain conditions associated with such use; and

WHEREAS, the Resolution requires Renaissance to maintain a full-time school resource officer (“SRO”) onsite; and

WHEREAS, the Broward Sheriff’s Office (“BSO”) has advised Renaissance that BSO will not enter into contracts with charter schools for SROs; and

WHEREAS, the City has agreed to serve as a funding pass-through, whereby BSO will place an SRO at Renaissance as part of the City’s contract with BSO for police services, and Renaissance will reimburse the City monthly for the cost of the SRO position; and

WHEREAS, BSO, Renaissance and the City have negotiated a tri-party agreement providing for the placement of an SRO at Renaissance, a copy of which is attached hereto as Exhibit “A” and incorporated herein; and

WHEREAS, by agreeing to contract with BSO and Renaissance for placement of an SRO at the school, the City is assisting Renaissance to comply with the terms of its conditional use approval and ensuring that the citizens, residents and students in the City are protected; and

WHEREAS, the City Commission finds that entering into a tri-party agreement with BSO and Renaissance for SRO services is in the best interests of the City and will protect the health, safety and welfare of its citizens, residents, and students.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA:

Section 1: **Recitals Adopted.** That each of the above stated recitals is hereby adopted and confirmed. All exhibits attached hereto and incorporated herein and made a part hereof.

Section 2: That the tri-party contract for school resource officer services between the City of Cooper City, the Broward Sheriff’s Office and Renaissance Charter School, attached hereto as Exhibit “A,” is hereby approved.

Section 3. That the appropriate City officials are authorized and directed to take any and all action necessary to effectuate the intent of this resolution.

Section 4. **Conflicts.** All resolutions inconsistent or in conflict herewith shall be and are hereby repealed insofar as there is conflict or inconsistency.

Section 5. Severability. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this resolution.

Section 6. Effective Date. This Resolution shall become effective upon its passage and adoption by the City Commission.

PASSED AND ADOPTED this ____ day of _____, 2023.

GREG ROSS
Mayor

ATTEST:

TEDRA ALLEN
City Clerk

APPROVED AS TO LEGAL FORM:

OFFICE OF THE CITY ATTORNEY

ROLL CALL

Mayor Ross _____
Commissioner Green _____
Commissioner Shrouder _____
Commissioner Katzman _____
Commissioner Mallozzi _____

AGREEMENT
AMONG
THE CITY OF COOPER CITY, FLORIDA,
RENAISSANCE CHARTER SCHOOL, INC.
AND
THE SHERIFF OF BROWARD COUNTY, FLORIDA
FOR
SCHOOL RESOURCE OFFICER

This Agreement is made and entered into this ___ day of June, 2023, among the City of Cooper City, Florida (the "City"), Renaissance Charter School, Inc. ("Renaissance") and the Sheriff of Broward County, Florida (the "Sheriff") for School Resource Officer (collectively the "parties").

WITNESSETH

WHEREAS, the School Board of Broward County (the "SBBC") has established a School Resource Officer Program (the "SRO Program") pursuant to applicable law; and

WHEREAS, the School Resource Officer Agreement between the School Board of Broward County, Florida and Sheriff of Broward County, Florida (the "SBBC/Sheriff Agreement") provides for placement and partial funding of the Sheriff's School Resource Officers ("SROs") at SBBC schools located in the City of Cooper City (the "City"); and

WHEREAS, the City has entered into the Agreement with the Sheriff of Broward County, Florida for Police Services (the "City/Sheriff Agreement") in the City; and

WHEREAS, the City/Sheriff Agreement provides for the placement and partial funding of SROs in SBBC schools located in the City; and

WHEREAS, RENAISSANCE owns and operates Renaissance Charter at Cooper City located at 2800 North Palm Avenue, Cooper City, FL; and

WHEREAS, RENAISSANCE has been granted a Charter by the SBBC; and

WHEREAS, on October 12, 2010, the Cooper City City Commission adopted Resolution 10-10-4, thereby approving a development order for Renaissance and requiring Renaissance, among other things, to have one (1) SRO placed at the RENAISSANCE campus (the "Conditional Use Approval");

WHEREAS, the SBBC does not place or fund SROs at Charter schools; and

WHEREAS, SBBC is not a party to this Agreement; and

WHEREAS, the Sheriff does not enter into agreements for charter schools for placement of SROs; and

WHEREAS, in an effort to facilitate the placement of an SRO at Renaissance by the Sheriff and to help ensure Renaissance's compliance with the Conditional Use Approval, the City has agreed to serve as a funding pass-through whereby the Sheriff will place an SRO at Renaissance and invoice the City monthly for the cost of such position, and Renaissance will pay the City the full cost of the SRO assigned to the school by the Sheriff, subject to the terms and conditions set forth herein; and

WHEREAS, the parties desire to enter into the Agreement among the City, Renaissance and the Sheriff for a School Resource Officer to fulfill the SRO program and to comply with the safety and security directives of the Marjory Stoneman Douglas Act. (the "Agreement").

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

SECTION 1 – RECITALS

1.01 Recitals. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

SECTION 2 - SPECIAL CONDITIONS

2.01 Term. The term of this Agreement shall commence on August 21, 2023 and terminate on June 10, 2024, unless otherwise terminated as provided herein.

2.02 Termination. This Agreement may be cancelled with or without cause by any party during the term hereof upon thirty (30) days written notice to the other party of its desire to terminate this Agreement.

2.03 Assignment of SROs. The Sheriff shall assign one SRO to Renaissance, which is included in the City's law enforcement complement. The standards by which the Sheriff provides SROs to the City are set by SBBC/Sheriff Agreement and the Sheriff's Standard Operating Procedures, applicable SBBC policies and Florida law.

The Sheriff shall notify the principal of Renaissance the name of the law enforcement officer assigned to provide SRO services at Renaissance.

The Sheriff may change the law enforcement officer assigned to participate as an SRO at any time during the term of this Agreement. The principal of Renaissance may provide input and feedback to the Sheriff regarding the SRO assigned.

Unless precluded by law enforcement requirements or emergency circumstances, the Sheriff shall at all times maintain the SRO on duty during regular school hours in which the students are required to be in attendance. Should the SRO assigned to RENAISSANCE be absent from work due to vacation or sick leave, etc., a replacement deputy will be assigned to the school. The cost of the replacement deputy will be billed to RENAISSANCE..

The SRO assigned to Renaissance shall attend any required SRO training programs and fully comply with the training requirements of Section 1006.12, Florida Statutes.

The SRO assigned to Renaissance shall not accompany Renaissance students on field trips.

a) The SRO assigned to Renaissance is on duty fifteen minutes before and after bell schedule when the school is open for students to be on campus on days in which students are required to be in attendance. The SRO assigned to Renaissance works five eight hours days per week.. Any coverage required outside of the eight hour work day will be directly billed to RENAISSANCE by BSO at overtime rates. Additionally, the SRO is required to perform essential daily administrative functions (docking BWC, etc.) which shall not exceed thirty minutes a day. The SRO shall also provide services during official summer school hours. RENAISSANCE shall provide acceptable office space at the school for the SRO. If an SRO is required for hours other than those stated above, during the summer recess, or during days when school is not in session, RENAISSANCE shall coordinate same with the Cooper City District Chief, and RENAISSANCE shall be responsible for any additional costs or overtime incurred.

b) **Law Enforcement Gun Safes/Lockers.**

- 1) BSO may, at its sole expense and discretion, purchase and install one (1) or more gun safes or gun lockers at RENAISSANCE.
- 2) BSO, at its sole discretion, may store any weapons in such gun safes or gun lockers as BSO deems appropriate for the performance of its law enforcement duties;
- 3) BSO shall provide to RENAISSANCE a letter from BSO's Risk Manager indicating that BSO is self-insured in accordance with Section 768.28, Florida Statutes;
- 4) BSO will ensure that the location selected for any gun safe or gun locker will be able to structurally support the gun safe and its contents and that any installed gun safe or gun locker will not be easily removed or tampered with by unauthorized persons. BSO will coordinate the location and placement of any gun safe or gun locker with RENAISSANCE officials so such items may be incorporated within RENAISSANCE's security plan; and
- 5) If at the conclusion of this Agreement, any party determines that they will not enter into an Agreement for the following school year, BSO will remove such gun safes, gun lockers, and their contents and restore the premises to the original condition within ninety (90) calendar days from the notification of the party's intent to not enter into said Agreement or by the end of the term of this Agreement, whichever occurs last. If after ninety (90) calendar days BSO fails to retrieve its gun safe or gun locker, the gun safe or gun locker will become the property of RENAISSANCE and RENAISSANCE may dispose of the gun safe or gun locker as it sees fit. However, the contents of the gun safe or gun locker will remain the property of BSO and BSO shall collect the contents before RENAISSANCE disposes of the gun locker or gun safe.

2.04 Duties of the SRO. An SRO shall not function as a school disciplinarian or security officer and shall not intervene in the normal disciplinary actions of Renaissance. The SRO shall perform duties including, without limitation, the following:

- a) the performance of law enforcement functions within the school setting;
- b) the provision of assistance to RENAISSANCE in protecting and securing the school plant and its occupants;
- c) the enhancement of student knowledge of the law enforcement function and of the fundamental concept and structure of law;
- d) the development of positive student concepts of the law enforcement community and promotion of positive interaction and enhanced relations between students and law enforcement officers;
- e) the provision of assistance and support for crime victims (including victims of abuse) identified within the school setting;
- f) the presentation of educational programs concerning crime prevention and the rights, obligations and responsibilities of students as citizens; and
- g) SRO shall participate as a Behavioral Threat Assessment Team Member at a behavioral threat assessment meeting located at the respective Participating School. As a Behavioral Threat Assessment Team Member, the SRO may assist the school in gathering information, evaluating facts, and helping to make institutional determinations, such as whether a health or safety emergency exists, and how the school should respond.

2.05 Student Instruction. RENAISSANCE shall at all times maintain control over the content of any SRO Program educational programs and instructional materials provided at Renaissance. The SRO will provide instructional activities to the students at Renaissance in areas of instruction within the SRO's experience, education and training. Any activities conducted by the SRO as a part of the regular instructional program shall be provided upon prior consultation with the principal of Renaissance.

2.06 Payment for SRO Program Services. The City, under its City/Sheriff Agreement, shall pay Sheriff for one (1) SRO for the SRO Program services covered under the term of this Agreement. The cost of the SRO for this fiscal year is One Hundred Ninety Nine Thousand Four Hundred Sixty Six (\$199,466.00) dollars. RENAISSANCE shall reimburse the City the sum paid by City for the SRO. Renaissance shall pay the City twelve monthly equal payments during the school year. If the City cancels this Agreement, the City shall refund to RENAISSANCE the pro rata amount remaining for the balance of the Agreement. Should costs be incurred by BSO for overtime or a replacement deputy, over and above the amount of the annual consideration, SHERIFF shall invoice RENAISSANCE on a monthly basis based on the actual costs incurred by SHERIFF. Payment for services provided shall be made by RENAISSANCE within thirty (30) calendar days of receipt of the invoice for such services.

2.07 Notice. When either of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, or express delivery, addressed

to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following places for giving notice:

To the City: City Manager
City of Cooper City
P.O. Box 290910
Cooper City, FL 33329

With Copy to: Jacob Horowitz, Esq.
Goren Cherof Doody & Ezrol, PA
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, FL 33308

To RENAISSANCE: Angela LeCompte, Principal
Renaissance Charter at Cooper City
2800 North Palm Avenue
Cooper City, FL 33026

With Copy to: Edward J. Pozzuoli, Esq.
Tripp Scott, P.A.
110 SE Sixth Street
Suite 1500
Fort Lauderdale, FL 33301

To Sheriff: Sheriff Gregory Tony
Broward Sheriff's Office
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

With Copy to: Office of the General Counsel
Broward Sheriff's Office
2601 W. Broward Blvd
Fort Lauderdale, FL 33312

2.08 Indemnification and Hold Harmless.

2.08.01 As to the City:

The City's only responsibility under this Agreement is the payment to Sheriff for the SRO.

2.08.02 As to RENAISSANCE:

RENAISSANCE is a Florida not-for-profit corporation which owns and operates a charter school as defined in §§1002.33 and 768.28, Florida Statutes, and agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law while they are employed by the RENAISSANCE.

2.08.03 As to the Sheriff:

Sheriff is a political subdivision of the state as defined in §768.28, Florida Statutes, and agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law while they are employed by BSO.

2.08.04 As to Renaissance, City and Sheriff:

City, Sheriff and Renaissance shall each be separately liable and responsible for the actions of their respective officers, agents and employees in the performance of their respective obligations under the Agreement.

Each are entitled to the privileges and protections of sovereign immunity pursuant to §768.28, Florida Statutes, and subject to the limitations of that provision each shall bear its own responsibility and be liable for any claims, demands, suits, actions, damages and causes or actions arising out of this agreement

SECTION 3 – GENERAL CONDITIONS

3.01 No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought because of this Agreement is barred by any statutes of limitations.

3.02 No Third-Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by any party to be sued by third parties in any manner arising out of any content.

3.03 Independent Contractor. The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of on another. Neither party nor its respective agents, employees, subcontractors or assignees shall represent to others that is has the authority to bind the other party unless specifically authorized in writing to do so.

3.04 Equal Opportunity Provision. The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 Default. The parties agree that if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party thirty (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time.

Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 2.02.

3.06 Annual Appropriation. The performance and obligations of the parties under this Agreement shall be contingent upon an annual appropriation by the City Commission, as to the City, Broward County Commission, as to the Sheriff and as to RENAISSANCE, the Florida Legislature. If the City does not allocate funds for the payment of services to be provided under this Agreement, this Agreement may be terminated by the City at the end of the period for which funds have been allocated. The terminating party shall notify the other party at the earliest possible time before such termination. In the event of such termination, the City shall refund to RENAISSANCE a pro rata portion of the amount paid to the City by RENAISSANCE equal to the balance of time that would have remained on this Agreement. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.07 Student Records. Notwithstanding any provision to the contrary within this Agreement, the parties under this agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes, or any other state or federal law or regulation, including Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. 1232g), and its implementing regulations (34 C.F.R. Part 99), regarding confidentiality of student information and records.

3.08 Compliance with Laws. Each party shall comply with all applicable federal, state, and local laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.09 Place of Performance. All obligations of the City under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.10 Applicable Law and Venue; Attorney's Fees and Costs. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Broward County, Florida. The parties expressly waive all rights to trial by jury for any disputes arising from or in any way connected with this Agreement. The parties understand and agree that this waiver is a material contract term. This agreement is not subject to arbitration. If any party is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, each party shall pay its own attorney's fees and costs.

3.11 Entirety of Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or

understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.12 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.13 Assignment. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this agreement.

3.14 Captions. The captions, section designations, section numbers, article numbers, titles and heading appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.15 Severability. In the event that any one or more of the sections, paragraphs, sentences, titles, clauses or provisions contained in this agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.16 Preparation of Agreement. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.17 Amendments. No modification, amendment, or alteration in the terms or conditions herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.18 Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.19 Force Majeure. None of the parties shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed a Force Majeure.

3.20 Survival. All representations and warranties made herein regarding indemnification obligations, obligations to reimburse Imagine, obligations to maintain and allow inspection of records, obligations to maintain the confidentiality of records, and reporting requirements shall survive the termination of this Agreement pursuant to applicable law.

3.21 Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

AGREEMENT AMONG THE CITY OF COOPER CITY, FLORIDA, RENAISSANCE CHARTER INC. AND THE SHERIFF OF BROWARD COUNTY, FLORIDA FOR SCHOOL RESOURCE OFFICER.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City of Cooper City through its City Commission, signing by and through its Mayor, authorized to execute same by City Commission Action on ____ day of _____, 2022; Renaissance Charter Inc. , authorized to execute same through its President and Sheriff of Broward County, Florida, authorized to execute same through its Sheriff.

CITY OF COOPER CITY, through its City Commission

By: _____
Greg Ross, Mayor

ATTEST:

Tedra Allen, City Clerk

_____ day of _____, 2023

Approved as to form and legality for
The use and reliance by the
City of Cooper City only:

By: _____
City Manager
_____ day of _____ 2023
(CITY SEAL)

By: _____
Jacob Horowitz, City Attorney

_____ day of _____, 2023

AGREEMENT AMONG THE CITY OF COOPER CITY, FLORIDA, RENAISSANCE CHARTER INC. AND THE SHERIFF OF BROWARD COUNTY, FLORIDA FOR SCHOOL RESOURCE OFFICER.

RENAISSANCE CHARTER INC.

By: _____
Ken Haiko, Chairman

_____ day of _____ 2023

WITNESSES:

Signature

Printed Name

(CORPORATE SEAL)

Signature

Printed Name

AGREEMENT AMONG THE CITY OF COOPER CITY, FLORIDA, RENAISSANCE CHARTER INC. AND THE SHERIFF OF BROWARD COUNTY, FLORIDA FOR SCHOOL RESOURCE OFFICER.

SHERIFF OF BROWARD COUNTY, FLORIDA

By: _____
GREGORY TONY, Sheriff

_____ day of _____, 2023

Approved as to form and legal sufficiency subject to the execution by the parties:

By: _____
TERRENCE O. LYNCH, General Counsel