

RESOLUTION No. 22-95

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE ADDENDUM TO THE SCHOOL RESOURCE OFFICER AGREEMENT WITH RENAISSANCE ELEMENTARY CHARTER SCHOOL TO EXTEND THE TERMS OF THE AGREEMENT FOR THE PROVISIONS OF THE SUMMER PROGRAM; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City has established a School Resource Officer (SRO) Program pursuant to applicable Florida law. In order to meet the requirements imposed by the Marjory Stoneman Douglas High School Public Safety (MSDHS) Act and specifically the provisions of Fla. Stat. 1006.12, the School will be offering a summer program to its students and therefore requires the School Resource Officer (hereinafter "SRO") at the school through July 18, 2022; and

WHEREAS, the school shall pay the City the sum of \$3,660.40 under the terms of the addendum, which is to be paid for additional services (summer program).

WHEREAS, Staff has recommended that the City Council approve the Addendum to the School Resource Officer Agreement between the City of Doral and Renaissance Elementary Charter School to assist in the prevention of juvenile delinquency through the provisions of the summer program.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval. The Addendum to the School Resource Officer Agreement between the City of Doral and Renaissance Elementary Charter School, attached hereto as Exhibit "A", which is incorporated herein and made a part hereof by this reference, is hereby approved. The City Manager is hereby authorized to execute the Addendum to the School Resource Officer Agreement on behalf of the City subject to approval as to form and legal sufficiency by the City Attorney.

Section 3. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Councilmember Mariaca who moved its adoption. The motion was seconded by Councilmember Cabrera and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Digna Cabral	Absent / Excused
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 8 day of June, 2022.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY

EXHIBIT “A”

ADDENDUM TO SCHOOL RESOURCE OFFICER AGREEMENT

THIS AMENDMENT is made and entered into this ____ day of _____, 2022,
by and between:

CITY OF DORAL, FLORIDA
A Florida municipal corporation
6100 NW 99th Avenue
Doral, Florida 33178
(hereinafter “City”)

AND

RENAISSANCE CHARTER SCHOOL, INC.
RENAISSANCE ELEMENTARY CHARTER SCHOOL
10651 NW 19 STREET
Doral, Florida 33172
(hereinafter “School”)

WHEREAS, the City has established a School Resource Officer Program (hereinafter referred to as the “SRO Program”) pursuant to applicable law; and

WHEREAS, the City and the School executed a School Resource Officer Agreement on August 11, 2021, which Agreement is attached hereto and incorporated herein as Exhibit “1” (hereinafter referred to as the “Agreement”); and

WHEREAS, the School is intending on offering summer school to its students and therefore requires a school resource officer to be present on campus; and

WHEREAS, the Parties wish to extend the term of the Agreement through July 18, 2022;

NOW THEREFORE, in consideration of the premises hereof, the mutual promises and agreements contained herein, and the payments to be made for services rendered hereunder, the Parties hereby agree as follows:

Section 1. The above recitals are acknowledged and incorporated herein.

Section 2. Term: The Agreement is hereby amended to extend the term through July 18, 2022.

Section 3. Payment for SRO Program Services: The School shall pay the City the sum of Three Thousand Six Hundred Sixty and 40/100 Dollars (\$3,660.40) for the additional services.

Section 4. All Other Conditions and Terms: All conditions and terms of the Agreement not specifically amended herein, remain in full force and effect. In the event of any conflict, this Amendment will supersede other terms. In the event of ambiguity, the most restrictive interpretation consistent with the public interest is intended.

Section 5. Severability: Should any part, term or provision of this Amendment be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

Section 6. Effective Date: This Amendment shall be effective upon the execution of both parties.

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed.

CITY OF DORAL, FLORIDA
A municipal corporation of the State of Florida

ATTEST:

CONNIE DIAZ, City Clerk

JUAN CARLOS BERMUDEZ, Mayor

APPROVED as to form and legality for
The use and reliance of the City of Doral,
Florida, only

JOHN J. HEARN, Police Legal Advisor

RENAISSANCE CHARTER SCHOOL

By: _____
KEN HAIKO, Board Chair

Dated: _____