



EXECUTIVE SUMMARY

Recommendation that the Broward College District Board of Trustees authorize the contract amendment and increase in fiscal authority with Coconut Creek Police Department for the Off-Duty Detail Request - special detail law enforcement services at North Campus by utilizing the bid waiver (sole source). Fiscal Impact: \$137,000.00 (cumulative \$236,000.00)

Presenter(s): John Thornton, Vice Provost, Academic Operations

What is the purpose of this contract and why is it needed? This contract provides for a law enforcement presence on the North Campus during peak day hours and the evening. An armed law enforcement presence on campus augments the College's campus safety team and provides additional protection for students, faculty and staff and is aimed at furthering a collective sense of security at the College during the FY2024-2025.

What procurement process or bid waiver was used and why? Bid waiver exemption per FLDOE Rule 6A-14.0734(2) and College Procedure A6Hx2-6.34 was used based on the exception to the requirement to solicit competitive offers for goods or services for (e) service or commodities available from a single or sole source as Coconut Creek Police department is the primary law enforcement agency having jurisdiction over North Campus.

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting? Yes, bringing law enforcement agencies on to each of our campuses was approved as a part of the budget.

What fund, cost center and line item(s) were used? FD100, CC0246, 64500 project NFR-25-000036.

Has Broward College used this vendor before for these products or services? Yes.

Was the product or service acceptable in the past? Yes.

Was there a return on investment anticipated when entering this contract? The presence of law enforcement on campus will provide an enhanced feeling of safety and security among the members of the campus community.

Was that return on investment not met, met, or exceeded and how? Past experience indicates that the community does feel safer with a law enforcement presence.

Does this directly or indirectly feed one of the Social Enterprise tactics and how? This contract supports the College's strategic objectives as part of the overall effort to ensure the safety and security of students, faculty and students and improves the College's emergency preparedness capacity.

Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] if the College's standard contract was used and was this acceptable to the Legal Office?

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

FISCAL IMPACT:

Board Item

Description: \$137,000.00 CC0246, FD100, BU201, project NFR-25-000036

Meeting of January 14, 2025

08/20/24

CC0246 · Safety & Emergency Operations

(\$137,000.00)

Jo Anderson

Jo Anderson

7/17/2024

APPROVAL PATH: 12363 Coconut Creek Police Department - Law Enforcement Services for North Campus- Amendment 1

Workflow Synchronize Routing Edit View Add Work Item

Stage	Reviewer	Description	Due Date	Status
1	Jeffrey Nasse	Provost and SVP of Academic Affair		Completed
2	Natalia Triana-Aristizabal	Contracts Coordinator		Completed
3	Zaida Riollano	Procurement Approval		Completed
4	Christine Sims	Budget Departmental Review		Completed
5	Rabia Azhar	CFO Review		Completed
6	Legal Services Review Group	Review and Approval for Form and		Completed
7	Board Clerk	Agenda Preparation		Pending
8	District Board of Trustees	Meeting	01/14/25 11:00 AM	Pending
9	Electronic Signature(s)	Signatures obtained via DocuSig		Pending
10	Natalia Triana-Aristizabal	Contracts Coordinator		Pending

Coconut
Creek
BUTTERFLY CAPITAL OF THE WORLD



OFF-DUTY DETAIL REQUEST

CONTACT INFORMATION:

Client/Company Name: _____

Contact Name: _____ Email: _____

Contact Work Phone: _____ Cell: _____

EVENT INFORMATION:

Number of Officers Requested: _____

Event Description _____

Location: _____

Number of Attendees – Adults: _____ Children: _____

Will Alcohol Be Served: YES _____ NO _____

Starting Date: _____ Time: _____

Ending Date: _____ Time: _____

Special Instructions/Comments: _____

BILLING INFORMATION:

Bill to Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____

www.coconutcreek.net • 4800 West Copans Road, Coconut Creek, Florida 33063 • (954)-973-6700

Initial and Date: _____

GENERAL PROVISIONS

I, _____, as authorized representative of _____, agree and request the following:

1. I understand there shall be a minimum of three (3) hours at SIXTY DOLLARS (\$60.00) per hour for law enforcement services rendered by any Coconut Creek Police Officer. Any cancellations made with less than three (3) hours' notice, or upon the arrival of the Detail Officer, will result in a minimum charge of three (3) hours billed per officer. Anytime a request is for 4 or more officers, one of the officers will be at a supervisor rate of \$70.00 per hour. For traffic related only details, whenever a police officer is not available, a police service aide can also work the detail. The vendor will be notified prior to the detail and can decline the police service aide.
2. HOLIDAY RATES: Will be SEVENTY DOLLARS (\$70.00) per hour for the following holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve. If a supervisor is needed on a holiday, the rate will be \$90.00 per hour.
3. I acknowledge that I, along with my organization, shall be personally responsible to the City of Coconut Creek for the payment of any services rendered by a City of Coconut Creek Police Officer.
4. It is understood that, notwithstanding the fact that the applicant will reimburse the Coconut Creek Police Department for the services rendered, the assigned officers remain employees of the Coconut Creek Police Department. The applicant is restricted to the general assignment of duties to be performed and has no authority over the Officers.

TERMS AND CONDITIONS

SCOPE OF SERVICES

5. The Coconut Creek Police Department (CCPD) may contract for the employment of CCPD Officers during their off-duty hours, for public or private security services (Off-Duty Details). The CCPD does not provide bodyguard services.
6. The CCPD is NOT obligated to provide Off-Duty Details. Although every reasonable effort will be made to cover your detail, there is no guarantee it will be filled. The Chief of Police reserves the right to decline a detail request for any reason. Members of the Coconut Creek Police Department who are authorized to work Off-Duty Details do so voluntarily, during their off-duty hours.
7. Client understands and agrees that, while an officer is performing Off-Duty Details, they may be required to report for duty. Incidents that may compel an officer's urgent service include responding to 911 calls, a hurricane, or other natural disaster. In these events, the Off-Duty Detail service will be cancelled for the duration of the emergency and the client will only be charged for the actual number of hours worked. Client understands and agrees that the CCPD may not be able to provide notice if an officer is required to report for duty.
8. All parties agree that the number of officers required for each venue will be determined by the CCPD. In cases where the client significantly underestimates the attendance, or circumstances arise necessitating the need for additional officers, the CCPD will notify the client that additional officers are needed. Whether or not the client is able to be notified, or whether or not the client agrees or approves of the additional officers in the interest of public safety, the additional officers may be called to the location and client will be billed accordingly.

Initial and Date: _____

CANCELLATION POLICY

9. In order to cancel an Off-Duty Detail, the client must contact our Detail Coordinator during normal business hours (Monday through Thursday, 7:00 a.m. – 6:00 p.m., excluding holidays) by calling 954-956-1410 or by email, and provide at least three (3) hours' notice of the cancellation. The Detail Coordinator will attempt to contact and advise the designated officer of the cancellation; however, if not successful and the officer arrives at the detail (or if less than three (3) hours' notice was provided), then client agrees to pay the CCPD for the three (3) hour minimum.

INDEMNIFICATION

10. The Client shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees at all stages of litigation including but not limited to at a trial and appellate level), which might arise out of or relate to or are attributable to any and all acts and omissions by the City. The release and indemnification include, but is not limited to, loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Client or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. In any and all claims against the City, or any of their agents or employees by any employee of the Client, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages compensation or benefits payable by or for the Client or any subcontractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts. If a demand is made to the City for any claim, liability, or obligation, or the City otherwise incurs any loss or expense as a result of this Client agreement, Client shall forthwith upon demand from the City reimburse the City for all expenses incurred as a result thereof. Nothing contained herein is intended nor shall be construed to waive City's rights or Broward College and immunities under the common law or Section 768.28, Fla. Stat., as amended from time to time. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

ATTORNEY'S FEES

11. In the event the CCPD has to take legal action to enforce this Agreement, the client agrees to pay the CCPD attorneys' fees, including the costs of any appeal.

GOVERNING LAW AND VENUE

12. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement, and any action involving the enforcement of interpretation of any rights hereunder, shall be submitted exclusively to the jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, Florida.

TERM/AMENDMENT

13. All parties agree that the City of Coconut Creek, through its Police Department, may amend the terms and conditions of this Agreement with written notice of the changed terms. The term of this Agreement is effective _____ through _____.

Initial and Date: _____

I have read, understand and agree to the above terms and conditions. I am authorized to sign on behalf of the entity listed below:

By (Signature): _____

Name of Person Signing (Print or Type): _____

Legal Business Name: _____

Date Signed: _____

For Police Department Use Only:

Received by: _____ Date: _____

Additional Comments: _____

Off-Duty Detail Request Approved: Yes No

Initial and Date: _____