



EXECUTIVE SUMMARY

Recommendation that the Broward College District Board of Trustees authorize a contract amendment, increase in fiscal authority and renewal with Pembroke Pines Police Department for the Off-Duty Detail Request - special detail law enforcement services at Judson A. Samuels South Campus by utilizing a bid waiver (sole source). Fiscal Impact: \$107,000.00 (Cumulative \$189,582.50).

Presenter(s): John Thornton, Dean, Business Affairs Central

What is the purpose of this contract and why is it needed? This contract provides for a law enforcement presence on the Judson A. Samuels South Campus during peak day and evening hours. 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.

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. Pembroke Pines Police Department is the primary law enforcement agency having jurisdiction over the Judson A. Samuels 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. The Police Department would not accept any changes to their standard terms and conditions.

FISCAL IMPACT:

Board Item

Description: \$107,000.00 CC0246 FD100, BU201, project NFR-25-000036

Meeting of October 8, 2024

08/20/24

CC0246 · Safety & Emergency Operations

(\$107,000.00)

Jo Anderson

Jo Anderson

7/17/2024

APPROVAL PATH: 12364 Pembroke Pines Police Department - Law Enforcement Services for Judson A. Samuels South Campus

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	10/08/24 11:00 AM	Pending
9	Electronic Signature(s)	Signatures obtained via DocuSig		Pending
10	Natalia Triana-Aristizabal	Contracts Coordinator		Pending

Order Number: 79507
Date: 09/21/2023

Your Name: Daniel Hall

Your Phone Number: (954) 201-8221

Your Email Address: dhall4@broward.edu

Company name or "Individual": Broward College

Detail Location: Broward College South Campus

Detail Date: 09/25/2023

Detail Start Time: 08:00 am

Detail End Time: 01:00 pm

Number of Officers Requested: 1

Type of Job: Security

How many people are expected to attend this event?: 500

Will alcohol be served at this event?: No

What will the officers be doing during the detail?: Patrolling on foot and in vehicle.

Are you a recurring customer? Please select if either apply.: Yes, I am requesting Extra Duty officers on a daily, weekly, or monthly recurring basis.

Comments regarding your detail or to pass along to the officers:: Good morning,

I am requesting an Officer Monday-Friday from 8 AM til 1 PM starting Monday, September 9/25 with no end date.

: Copy name, phone, email from above

Billing/Accounts Payable Contact Person: Daniel Hall

Billing/Accounts Payable Phone Number: (954) 201-8221

Billing/Accounts Payable Email Address: dhall4@broward.edu

Billing /Accounts Payable Address: 7200 Pines Blvd, Pembroke Pines FL, 33024

ADDITIONAL TERMS AND CONDITIONS

The customer submitting this order (the “**Customer**”) agrees to all of the following additional terms and conditions:

1. For purposes of these terms and conditions, the following terms have the following meanings:

a. “**Company**” means Hart Halsey LLC, a Connecticut limited liability company, d/b/a Extra Duty Solutions.

b. “**Company Parties**” means the Company and its managers, members, managing directors, directors, officers, employees, agents, subsidiaries, affiliates, and representatives.

c. “**Municipal Employee**” means any off-duty police or law enforcement officer or other employee or representative of a Municipality.

d. “**Municipality**” means the town, township, borough, village, city, hamlet, census designated place, subdivision, municipality, county, state, or federal jurisdiction; or agency, department, division, public school or college, public corporation, or board in or of any of the foregoing; with whom the Customer has contracted for provision of the Services.

e. “**Services**” means the presence of one or more Municipal Employees at a site, project, event, party, or affair of the Customer.

2. The Company will not be providing, and has no duty or obligation to provide, any Services to the Customer. The Customer expressly understands and agrees that the Company has no control over the performance of the Services, which are planned, directed, and performed under the exclusive discretion and control of the Municipality. The Company’s only role is the administrative tasks of facilitating the Customer’s request for the Services and collecting payment from the Customer for such Services on behalf of the Municipality.

3. The Customer further expressly understands and agrees that the Municipal Employees do not work for the Company, and the Company cannot compel any particular Municipal Employee to appear for a particular engagement. The Company is an independent contractor that provides administrative services to the Municipality. Accordingly, the Company makes no guaranty that the Services will be provided.

4. WAIVER OF CLAIMS: The Company Parties are not responsible for any actions, omissions, or breaches of contract of the Municipality or Municipal Employees; and the Customer hereby waives, releases the Company Parties from, and covenants not to sue the Company Parties in connection with, any future claim relating to any action, omission, or breach of contract of the Municipality. By way of example, this means that the Customer shall have no recourse against the Company Parties in the event that (a) any Municipal Employee fails to appear, or to timely appear, at the Customer’s location, (b) any Municipal Employee commits any crime, tort, or other improper action while performing the Services or while otherwise present at the Customer’s location, (c) any Municipal Employee fails to adequately perform Services for the Customer, (d) the Customer incurs any damages or liability as a result of the conduct of a Municipal Employee, or (e) the Municipality breaches its contract with the Customer.

5. **CLASS ACTION WAIVER:** Without limiting anything contained in the other paragraphs of these terms and conditions, the Customer agrees that it may not bring any claim against the Company other than in the Customer's individual capacity. This means that the Customer is waiving its right to bring a claim against the Company as a plaintiff or class member in any purported class or representative action.

6. **LIMITATION OF LIABILITY:** Without limiting anything contained in the other paragraphs of these terms and conditions, the Customer hereby waives the right to seek or recover indirect, consequential, or punitive damages against the Company Parties. In no event shall the Company Parties' liability to the Customer—either individually or collectively—exceed the Company's administrative fee collected in connection with the engagement.

7. **INDEMNIFICATION:** Without limiting anything contained in the other paragraphs of these terms and conditions, the Customer shall indemnify, defend, and hold harmless the Company Parties from and against any and all liabilities, costs, damages, claims, judgments, and demands incurred by any of the Company Parties that relate to (a) the Services, (b) the Customer's site, project, event, party, or affair, and/or (c) any action or inaction of the Customer or any of its agents, employees, officers, or representatives.

8. All fees for the Services are set by the subject Municipality, and may be increased by the Municipality at any time, without advance notice to the Customer. In such event, the Customer shall be solely responsible for the increased fees. Additionally, it is possible that the Company may have to satisfy a request for Services in a particular Municipality with employees of a nearby Municipality, which may charge higher fees. In such event, the Customer shall be solely responsible for the higher fees charged by the nearby Municipality.

9. In its discretion, a Municipality may require a law enforcement vehicle to be present at a particular engagement, regardless of whether it is ordered by the Customer. In such event, the Customer shall nevertheless be required to pay for the presence of the law enforcement vehicle.

10. Along with each invoice payment to the Company, the Customer shall include an additional payment in an amount equal to the total unreimbursed charges incurred by the Company relating to any procurement or accounts-payable system utilized by the Customer.

11. The Customer shall make all payments for the Services directly to the Company, and shall be personally liable to the Company for such payments. Payments made directly to the Municipality or to any municipal employee shall not reduce the Customer's obligation to the Company. The Customer may not offset any payment it owes to the Company by the amount of any liability of the Municipality to the Customer. Without limiting anything contained in the immediately preceding sentence, the Customer shall be deemed to have waived any defenses or other objections to any invoices of the Company that the Customer does not set forth in writing to the Company within five (5) days of receipt of such invoice.

12. The Company will, to the extent requested by the Customer, use reasonable efforts to obtain a voucher or job slip from the Municipal Employee(s) performing Services for the Customer; provided, however, that the Company's failure to obtain such voucher or job slip shall not be a defense to the Customer's nonpayment of an invoice, nor shall it entitle the Customer to any credit or refund from the Company.

13. The Customer shall make all payments owed to the Company by no later than the date set forth on the invoice issued to the Customer by the Company. Late payments shall accrue interest at the rate of one (1%) percent per month.

14. In the event that any suit or action is instituted to enforce any provision in these terms and conditions, the Customer shall reimburse the Company for the Company's reasonable attorneys' fees and costs incurred in connection with such action including without limitation, such reasonable fees and expenses of attorneys and accountants, which shall include, without limitation, all fees, costs and expenses of appeals.

15. In order to modify or cancel a particular engagement for Services, the Customer must provide written notice to the Company, not the Municipality. Any requested modification or cancellation made to the Municipality or after the deadline to modify or cancel will not be recognized and may result in additional fees or charges to the Customer.

16. By agreeing to these terms and conditions, the Customer acknowledges and agrees that these terms and conditions shall apply to all future orders for Services made by the Customer to the Company in connection with any Municipality, whether submitted electronically, by telephone, or otherwise. **This includes but is not limited to the Waiver of Claims, Class Action Waiver, Limitation of Liability, and Indemnification provisions sets forth herein.**

17. In submitting its order for the Services and entering into a contract with the Municipality, the Customer acknowledges and agrees that it is not relying on any representations or warranties of any of the Company Parties. The Customer acknowledges and agrees that the Company Parties have not made any representations or warranties of any kind to the Customer. These terms and conditions constitute the entire agreement between the Customer and the Company.

18. The unenforceability of any of these additional terms and conditions shall not affect the enforceability of the remainder of these additional terms and conditions.

19. These additional terms and conditions shall be governed by the law of the State of Connecticut, without regard to its conflict of law principles. The Customer expressly agrees that courts of competent jurisdiction located in Connecticut shall have personal jurisdiction over the Customer for any action by or against the Company Parties arising out of or in connection with these terms and conditions and/or the engagement, and courts of competent jurisdiction located in the State of Connecticut shall be the sole and exclusive venue for any such action.

20. By submitting its order, the Customer expressly acknowledges and agrees that (i) it has carefully read and understands these terms and conditions, (ii) it has had the opportunity to engage the assistance of legal counsel of its choosing (and such other professionals and advisors as it has deemed necessary) in the review and execution hereof, (iii) the meaning and effect of the various terms and provision hereof have been fully explained to it, (iv) it has conducted such investigation, review and analysis as it has deemed necessary to understand these terms and conditions and the transactions contemplated hereby, and (v) it has agreed to these terms and conditions of its own free will.

BY SUBMITTING ITS ORDER AND ELECTRONICALLY AGREEING TO THESE TERMS AND CONDITIONS THE CUSTOMER EXPRESSLY ACKNOWLEDGES ITS RECEIPT AND

UNDERSTANDING OF THESE TERMS AND CONDITIONS AND AGREES TO BE BOUND BY ALL TERMS AND CONDITIONS SET FORTH HEREIN.

Below is the list of our rates and the link to our application form that should also have them. Let us know if you need anything else!

Standard Typical Detail Rate: \$50.05 per hour

Special Event Rate & Night Club/Bar Rate: \$57.20 per hour
(special event is considered an event that requires a city permit)

Short Notice Rate (48 hours or less): \$66.95 per hour

Holiday Rate:* \$79.95 per hour

Black Friday Retail Establishment Rate: \$99.00 per hour

Required Supervisor Rate (when 5 or more officers are requested, 1 must be a supervisor position)

SUPRV: Standard: \$63.05 per hour

SUPRV: Special Event/ Bar & Night Club: \$70.20 per hour

SUPRV: Short Notice: \$79.95 per hour

SUPRV: Holiday: \$92.95 per hour

SUPRV: Black Friday: \$112.45 per hour

*Holidays - New Years Eve, New Years Day, St. Patrick's Day (Special Event Vendors Only), Easter, Cinco de Mayo (Special Event Vendors Only), Memorial Day, Juneteenth, July 4, Labor Day, Halloween Night, Thanksgiving Day, Christmas Eve, Christmas Day

If a detail starts on a holiday, the entire detail is at the holiday rate.

4 hour minimum