



Cypress Creek Administrative Center
6400 N.W. 6th Way, Fort Lauderdale, FL 33309
Phone 954-201-7455/Fax 954-201-7330
[broward.edu/community/vendor](http://www.broward.edu/community/vendor)

July 1, 2015

Pembroke Pines Police Dept.
9500 Pines Boulevard
Pembroke Pines, FL 33024

Attn: Dan S. Giustino, Chief of Police

via email to: dgiustino@ppines.com
via email to: pmallin@ppines.com

Dear Chief Giustino,

This is to confirm that your final negotiated response for **Law Enforcement Services** at the **Judson A. Samuels South Campus**, in response to our **ITN-2015-155-ZR**, has been approved by the College.

Pursuant to the terms and conditions of the solicitation, it is necessary that your agency provides the College with a Certificate of Insurance within **ten (10) days** of this notification. The College shall be named as an additional insured under the General Liability policy. Please include the ITN number on the certificate.

We request your agency register as a vendor with Broward College, this will allow us to issue purchase orders or make payments against invoices to your agency. To register, please use the following link to complete the process:

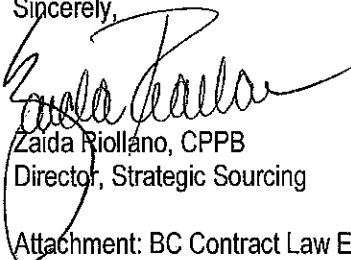
<http://www.broward.edu/community/vendor/Pages/default.aspx>

The initial term of this contact is for five (5) years as stated in Exhibit "A" of the Contract. This contract includes two (2) additional one-year periods subject to the College's approval. The initial term is:

July 1, 2015 through June 30, 2020

If there are any questions, please feel free to contact Eileen Hunt Contracting Officer, at (954) 201-7455.

Sincerely,



Zaida Riollano, CPPB
Director, Strategic Sourcing

Attachment: BC Contract Law Enforcement Services ITN-2015-155-ZR

cc: Peter Agnesi, AVP Safety, Security & Emergency Preparedness
ITN-2015-155-ZR File



EXECUTIVE SUMMARY

Recommendation that the Broward College Board of Trustees authorize the contract award for Law Enforcement Services to the Pembroke Pines Police Department for South Campus, a qualified vendor who met the terms, conditions, and specifications of ITN-2015-155-ZR.

Presenter(s): John Dunnuck, Vice President, Operations

Considerations: In order to secure competitive proposals for sworn law enforcement services on a college-wide basis, the College released ITN-2015-155-ZR for Law Enforcement Services College-Wide. Four (4) bids were received in response to the ITN. The term of the award is for a period of five (5) years, or as agreed to in resulting contracts. The term of the contract may be renewed for two (2) additional one-year periods, upon mutual agreement between Broward College and the awardee, under the same terms, conditions and specifications.

How does this impact student success: Provide high quality sworn law enforcement services to increase campus safety.

What specific goal of the Strategic Master Plan is advanced through this action:
Goal #3, Initiative 3.1.2 Improve the efficiency of indirect student support.

Small Business Firm (Yes, No, N/A): No

Broward Firm (Yes, No, N/A): Yes

FISCAL IMPACT:

Description: First year annual expense is estimated to be \$ 214,266.48 which may vary year to year and will be based upon the approved budget.

Peter Agnesi
Peter Agnesi, District Director

5/20/2015

John Dunnuck
John Dunnuck, VP Operations

5/21/2015

Tom Olliff
Tom Olliff, SVT Administration

5/21/2015

Jayson Iroff
Jayson Iroff, Chief Financial Officer

6/8/2015



**CONTRACT FOR SERVICES
TERMS AND CONDITIONS**

This contract for services ("Contract") is entered into as of July 1 2015 between the District Board of Trustees of Broward College, Florida ("College") and City of Pembroke Pines ("Vendor") (collectively, the "Parties"), will be in effect until June 30, 2020 ("Contract").

1. INVOICES AND PAYMENTS.

A copy of all invoices (including an itemization of the date, hours expended, and description of the deliverable) shall be sent to the attention of the Department's Contract Originator. Invoices may be submitted via email, facsimile or U.S. mail. It is the policy of the College that payment for all goods and services shall be made in a timely manner. In accordance with Florida Statutes, Section 218.70, Florida Prompt Payment Act, a "Proper" invoice is defined as an invoice that conforms to all statutory requirements and all College requirements as specified in this Contract for invoice submission. The time at which payment shall be due from the College shall be thirty (30) days from receipt of a Proper invoice and acceptance of deliverables, based on compliance with the statutory requirements set forth in Section 218.70 et al., Florida Statutes and upon satisfaction of the College conditions that are detailed herein.

2. INDEMNIFICATION.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of the Contract. The Vendor further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

3. INDEMNIFICATION FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY CLAIMS.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees for any claim or lawsuit brought alleging infringement of any intellectual property right based on any software, books, articles or any other materials ("Materials") used by Vendor in accordance with this Contract. Vendor warrants that the materials are owned by or licensed to the Vendor. Vendor is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

4. TERMINATION FOR DEFAULT.

A "material breach" of this Contract is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Contract. If the Vendor materially fails to fulfill its obligations under this Contract, the College will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The Vendor shall have thirty (30) days to cure the breach. If the Vendor fails to cure the breach within the thirty (30) day period, the College shall issue a Termination for Default Notice. The College may pursue whatever legal and/or equitable remedies it chooses regarding Vendor's breach of contract.

5. TERMINATION FOR CONVENIENCE.

The College may terminate this Contract with or without cause at any time for convenience upon 30 calendar days' prior written notice to the Vendor. In the event of termination for convenience, the College shall compensate the Vendor for all authorized and accepted deliverables and/or services completed through the date of termination in accordance with the Statement of Work, which is attached hereto and incorporated herein as Exhibit "A." The College shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Contract. The College may withhold all payments to the Vendor for such work until such time as the College determines the exact amount due to the Vendor.

6. RECORDS RETENTION/AUDIT.

The Vendor shall maintain all records, books and documents pertinent to the performance of this Contract in accordance with generally accepted accounting principles consistently applied. The College shall have inspection and audit rights to such records for a period of 3 years from final payment under this Contract. Records relating to any legal disputes arising from performance under this Contract shall be made available until final disposition of the legal dispute. If the audit reveals that Vendor owes the College any funds, Vendor shall pay for the audit and return all funds to the College immediately.

7. NONDISCRIMINATION.

The Vendor hereby assures that no person shall be excluded on the grounds of race, color, religion, national origin, disability, age gender, marital status, sexual orientation or any other basis prohibited by law from participation in, denied the benefits of, or otherwise be subjected to discrimination in any activity hereunder. The Vendor shall take all measures necessary to effectuate these assurances.

8. PUBLIC ENTITY CRIMES/SDN LIST.

The Vendor, by its execution of this Contract, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, affiliates or consultants who shall perform work which is intended to benefit the College, is a State of Florida convicted vendor or is included on the State of Florida's discriminatory vendor list. The Vendor further understands and accepts that this Contract shall be either void or subject to immediate termination by the College, in the event there is any misrepresentation or lack of compliance with the laws and the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The College, in the event of such termination, shall not incur any liability to the Vendor for any work or materials furnished.

9. PUBLIC ACCESS.

The Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the Vendor assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the Vendor and Vendor shall bear all costs and fees related to the same.

10. NO WAIVER OF SOVEREIGN IMMUNITY.

Nothing contained herein shall be construed or interpreted as: (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida or the United States; (2) the consent of the State of Florida or their respective officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida or the United States by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Florida Statutes Section 768.28 or beyond that provided by applicable law. This section shall survive the termination of all performance or obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

11. COLLEGE'S TAX EXEMPTION.

The Vendor shall not utilize the College's tax exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the College. The Vendor shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this Contract.

12. ASSIGNMENT/GUARANTOR.

The Vendor shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the College. Any attempted assignment in violation of this provision shall be null and void. The Vendor shall not pledge the College's credit or make the College a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the College's credit shall also be construed to include the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

13. FORCE MAJEURE.

Notwithstanding any provisions of this Contract to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this Contract that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this Contract shall otherwise remain in effect.

14. AMENDMENTS.

This Contract may be amended only when reduced to writing and signed by both Parties.

15. ENTIRE AGREEMENT.

This Contract states the entire understanding and agreement between the Parties and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this Contract. The acceptance or acquiescence of any course of performance rendered under this Contract shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This Contract shall inure to the benefit of and shall be binding upon the Parties, their respective assigns and successors in interest.

16. COMPLIANCE.

The Vendor, its employees, subcontractors or assigns shall comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract.

17. APPLICABLE LAW/VENUE.

The laws of the State of Florida shall govern all aspects of the Contract. In the event it is necessary for either Party to initiate legal action regarding the Contract, venue for all claims shall be in Broward County, Florida.

18. VENDOR NOT TO LIMIT WARRANTY.

The Vendor shall not limit or exclude any express or implied warranties and any attempt to do so shall render this Contract void, at the option of the College. The Vendor warrants that the services comply with the deliverables in the Statement of Work, and are expressly fit for their particular purpose, and are in accordance with industry standards.

19. TERMS/PROVISIONS.

Should any term or provision of this Contract be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Contract, and the Contract shall remain operable, enforceable and in full force and effect to the extent permitted by law.

20. STATEMENT OF SERVICES.

The Vendor shall, to the satisfaction of the College, fully and timely perform all work items described in the Statement of Work. As part of the services to be provided by the Vendor under this Contract, the Vendor shall substantiate, in whatever form reasonably requested by the College, the methodology, lab analyses, scientific theories, data, reference materials and research notes to formulate its opinions. This requirement shall survive the expiration or termination of this Contract. The Parties agree that time is of the essence in the performance of each and every obligation hereunder. It is the Vendor's responsibility to advise its employees or hired workers of the nature of the project, as described in the Contract and the Statement of Work attached hereto. The Vendor shall determine the method, details and means of performing the services, within the parameters established by the Statement of Work. The College may provide additional guidance and instructions to the Vendor's employees or hired workers where necessary or appropriate as determined by the College. The Vendor agrees to abide by any and all additional guidance and instructions.

21. COMPENSATION/CONSIDERATION.

The total consideration for all work required by the College pursuant to the Contract shall not exceed the amount indicated in the Statement of Work. Should the Vendor incur any travel expenses, payment for such travel will be in accordance with Section 112.061, Florida Statutes. The Vendor shall supply the College with receipts and supporting documentation for all reimbursable travel expenses. The Vendor, by executing the Contract, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete and current at the time of contracting. If the total consideration for this Contract is subject to multi-year funding allocations, funding for each applicable fiscal year of this Contract will be subject to College Board of Trustees budgetary appropriation. In the event the College does not approve funding for any subsequent fiscal year, this Contract shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Contract to the contrary. The College will notify the Vendor in writing after the adoption of the final College budget for each subsequent fiscal year if funding is not approved for this Contract.

22. INSURANCE.

The insurance requirements in terms of types of insurance and the amount of insurance will vary depending on the Statement of Work. The College will determine the amounts and types of insurance required, if any, for the work performed. The Vendor shall procure and maintain, through the term of this Contract, insurance coverage required by the College, each with a limit of not less than \$ _____ in general liability insurance, \$ _____ in automobile liability insurance, \$ _____ in professional liability insurance, and all Florida statutorily required workers' compensation insurance. The coverage required shall extend to all employees and subcontractors of the Vendor. The Vendor must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured as required. No work is authorized until such time as the College has received a Certificate of Insurance in compliance with the above requirements.

23. OWNERSHIP.

The College shall retain exclusive title, copyright and other proprietary rights in all work items, including, but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the Vendor under this Contract. The Vendor shall grant to the College a perpetual, non-transferable, exclusive right to use any proprietary software, if any. Any equipment purchased by the Vendor with College funding shall be returned and title transferred from the Vendor to the College upon expiration or termination of the Contract.

24. COMPLIANCE/LICENSES.

The Vendor, its employees, subcontractors or assigns, shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract. The Vendor is also responsible for compliance with all labor and employment laws as well as all Federal, State, and local discrimination laws. The Vendor is solely responsible for compliance with all labor and tax laws

pertaining to its officers, agents, and Vendor employees and shall indemnify and hold the College harmless from any failure by Vendor to comply with such laws.

25. INDEPENDENT CONTRACTOR.

The Vendor shall be considered an independent contractor and nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor between the Parties and their respective employees, agents, subcontractors or assigns, during or after the term of the Contract. Both Parties are free to enter into contracts with other Parties for similar services. The College assumes no duty with regard to the supervision of the Vendor and the Vendor shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of performance under the Contract. In the event the Vendor is a sole proprietor, the Vendor is responsible for submitting legally required tax returns to the Federal Government.

26. DISPUTES.

In the event a dispute arises which the Vendor and the College cannot resolve between themselves, the Parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law. Mediation shall not occur unless both Parties agree in writing.

27. IMMIGRATION.

The Vendor shall be responsible for verifying employee authorization to work in the U.S. and make a good faith effort to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to, USCIS Form I-9. Written verification shall be kept by the Vendor and made available for inspection on demand by the College. The hourly rate of pay for each employee shall comply with State law and industry standards for similar work performed under the Contract. The Vendor shall maintain records verifying the rate of pay for each employee working on this Contract and make such records available for inspection on demand by the College. Failure to comply with these provisions shall be a material breach of the Contract and cause for termination of the Vendor.

28. CHANGE IN PERSONNEL.

The College may at any time and at its sole discretion request that the Vendor replace any Vendor personnel provided by the Vendor to work on this Contract if the College believes that it is in the best interest of the College to do so. The College may, but will not be required to, provide a reason for requesting the replacement of personnel. Such change in personnel shall be made immediately upon the College's written request for a change of personnel. The Vendor shall place the above language in any contract that it has with subcontractors. The Vendor will enforce the replacement of subcontractor personnel upon a request by the College.

29. BACKGROUND CHECKS.

This clause applies to long term Vendors working on site, including, but not limited to, Childcare services, Janitorial Services, Food Services and Security. Vendor shall conduct thorough background checks for all of the Vendor's employees or hired workers who will be working on any College site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled "IMMIGRATION." After reviewing the results of the background check, the Vendor shall determine whether the Vendor's employee and/or hired worker meets the necessary criteria for the position sought to be filled by the College. The College will rely on the Vendor's assessment of its employees' or hired workers' suitability to be hired for the position(s) sought to be filled by the College, based on the background check conducted by the Vendor. Prior to allowing any employees or hired workers to work on-site at College facilities, the Vendor will provide written verification to the College that a complete background check, as described above, was conducted for any such employee or hired worker. The Vendor will place the above language in any contract that it has with its subcontractors and is responsible for enforcement of this provision.

Vendor who has long term onsite workers performing work at College facilities agrees to be bound by the College policies and standards of conduct listed in the "Contractor Policy Code Acknowledgement Form," which is attached hereto and incorporated herein as Exhibit "B."

30. MARKETING.

Vendor may use the College's name in marketing materials for the purpose of publicizing contract awards; however, Vendor is prohibited from obtaining affirmations from College staff regarding its products or services. Affirmations include any kind of testimonials or endorsements of the Vendor as well as the products and/or services offered by the Vendor. The College, as a government entity, must fairly and equitably compete for goods and services, and therefore the endorsement of any particular firm, product, or service is strictly prohibited. Vendor is strictly prohibited from releasing any statements to the media regarding work performed under this Contract without the review, and the express prior written approval of the College. The College's approval is at its sole discretion; however, such approval will not be unreasonably withheld.

31. EMPLOYMENT BENEFITS.

Vendor expressly understands and agrees that Vendor, its officers, agents, and employees, are not entitled to any employment benefits from the College.

32. STOP WORK ORDER.

The College may order that all or part of the work stop if circumstances dictate that this action is in the College's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the College's Board of Trustees, a condition of immediate danger to the College, the Vendor or the public, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the Vendor to the College. If this provision is invoked, the College shall notify the Vendor in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The Vendor shall then be obligated to suspend all work efforts as of the effective date of the notice and until further

written direction from the College is received. If deemed appropriate by the College and in the event work is resumed, the College may amend this Contract to reflect any changes to the Statement of Work and/or the project schedule.

33. ADDITIONAL TERMS AND CONDITIONS.

Parties shall initial here if there are any additional terms and conditions and they are contained in Exhibit "C."

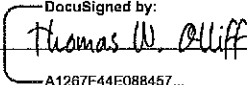
CP
College Agency

FOR VENDOR USE ONLY

Vendor Name (type)	<u>City of Pembroke Pines</u>	Tax ID No.	<u>59-0908106</u>
Authorized Representative	<u>Charles F. Dodge</u>	Title	<u>City Manager</u>
Address	<u>10100 Pines Boulevard</u>	Telephone	<u>954-431-4884</u>
Signature of Vendor	<u><i>Charles F. Dodge</i></u>	Date	<u>6/22/15</u>
Attested By Name (type)	<u>Marlene D. Graham</u>	Title	<u>City Clerk</u>
Signature of Attester	<u><i>Marlene D. Graham</i></u>	Date Signed	<u>6/23/15</u>

APPROVED AS TO LEGAL FORM
DCW
OFFICE OF THE CITY ATTORNEY
DATED: 6/16/15

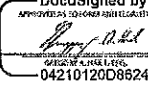
FOR COLLEGE USE ONLY

Contract Originator Name	_____	Title	_____
Signature	_____	Date	_____
AVP/Dean Name	_____	Title	_____
Signature	_____	Date	_____
Campus President/VP Name	_____	Title	_____
Signature	_____	Date	_____
Senior Vice President	Thomas W. Olliff	Title	SVP, Administrative Services
Signature		Date	7/1/2015

IF REQUIRED

College President Name	J. David Armstrong Jr.	Date	_____
Signature	_____	Date	_____

Approved as to Form and Legality

College Attorney Name	Gregory A. Haile	Date	_____
Signature		Date	_____

Board Chairperson Name	_____	Date	_____
Signature	_____	Date	_____

Original Agreement
Goes to the Board of Trustees

Copy of Agreement
Goes to Originator



Contract for Services

Statement of Work

Exhibit "A"

This Statement of Work is for the Law Enforcement Services and the prices for which the Vendor will provide for the College's Judson A. Samuels South Campus at 7200 Pines Blvd, Pembroke Pines, FL 33024.

CONTRACT TERM: The contract resulting from this ITN will be to provide campus Law Enforcement Services estimated to begin on July 1, 2015 and continuing until June 30, 2020. The term of the contract may, by mutual agreement between Broward College and the awardee(s), be renewed for two (2) additional one-year periods, upon final College approval. Renewals shall be at the sole discretion of the College and upon successful negotiations of terms.

SCOPE CHANGES: The College may upon mutual agreement with the Vendor, require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. Such equitable adjustments require the written consent of the Vendor, which shall not be unreasonably withheld.

SERVICES REQUIREMENT LISTING – GENERAL SERVICES AND SPECIFIC DAILY DUTIES

General Services

1. Provide officers with active certification with the CJSTC and have all qualifications pursuant to F.S.S. 943.
2. Demonstrate the ability to partner with first responder agencies, including but not limited to the Broward Emergency Operations Center, Fire Rescue, local hospitals and city governments.
3. Keep current with Broward College reporting or procedures as may change from time to time based on the legislative requirements of the Clery Act and its crime reporting responsibilities.
4. Participate in training, presentations, surveys and other crime prevention measures in conjunction with or on behalf of Broward College.
5. Work in coordination with College administration to mediate student/staff conflicts. Serve as a member of the BC threat assessment team.
6. Provide presentations to faculty, staff and students as needed by Broward College on topics of campus safety.
7. Participate in emergency planning exercises as defined by Broward College's emergency operations plan.
8. Work in coordination with the BC Department of Safety, Security & Emergency Preparedness and campus leadership to foster a community policing environment.

CONTRACT NUMBER	
ITN-2015-155-ZR	
DATE:	FINAL: YES NO



9. Participate in special events including but not limited to graduations, receptions, and other events throughout the College.
10. Patrol all BC property to foster a safer college environment.
11. Provide services during hurricanes or other all hazard crisis situations when College may not be open.
12. Conduct traffic and parking enforcement in accordance with state statute.

Specific Daily Duties

13. Patrol roadways and parking areas to foster a safer college environment.
14. Conduct foot, bicycle or vehicle patrols throughout the campus with emphasis on key facilities, high volume areas and areas where special events are taking place.
15. Respond to calls on campus.
16. Enforce motor vehicle and parking violations on campus in accordance with state statute.
17. Seek out, identify and take appropriate actions regarding suspicious persons on the campus property which includes but not limited to:
 - Identifying suspicious persons to determine if they have legitimate business on College property.
 - Conducting queries on warrants and injunctions.
 - Conducting vehicle or person searches as appropriate and applicable.
18. Enforce civil injunctions against individuals when applicable.
19. Detain individuals for crimes committed on campus.
20. Conduct checks needed to verify identification of individuals on College property.
21. Conduct investigations for crimes committed on campus to include; conduct searches of facilities, vehicles or persons as warranted within statutory guidelines.
22. Utilize the Florida Crime Information Center (FCIC)/National Crime Information Center (NCIC) an Automated Fingerprint Identification System (AFIS) to obtain critical information as warranted.
23. Ask for and verify identification of individuals detained and conduct queries for warrants and injunctions.
24. Complete written reports of crimes committed on campus.
25. Provide the most current techniques on crowd-control, emergency response/evacuation procedures, situation isolations and controls.
26. Fully describe the plan to provide coverage without interruption when permanently assigned personnel are unavailable.
27. Document all hours worked by signing in and out, in accordance with applicable procedures determined by the College.

WORK SPACE

The College shall supply working space for the officers assigned pursuant to this Contract including desk space, computer and network access, telephone for local calls and copier access.



PRICING RATES

Monthly Pricing Rate (same rate for each month)

\$17,855.54

Inclusive of all costs that are required to provide law enforcement services and coverage:

- Monday - Thursday for two shifts per day. First shift is 7:30 a.m. - 3:30 p.m. and second shift is 3:00 p.m. - 11 p.m. Friday for one shift from 8:00 a.m. - 4:00 p.m. The daily start and stop times may be changed by no more than one (1) hour upon written mutual agreement of the parties and shall be in a reasonable time prior to the effective date.
- No services are required on College holidays (Labor Day, Veterans Day, Thanksgiving Day and the next day, Martin Luther King Day, Memorial Day, and Independence Day), when the College is closed for breaks (two weeks for Winter break which is between Fall and Spring Session and one week for Spring break which is typically in early March) and for one week between Summer and Fall Session which is typically in mid-August. The College will notify the Vendor of the College's schedule as soon as is reasonably possible after it is announced to the general public.
- The goal is consistency in personnel who would provide the on-site services to the College. This goal can be accomplished with multiple personnel not to exceed 6 people.
- Costs including, but not limited to, labor, administration, supervisory cost if any is required, collective bargaining requirements for supervisors, meetings, personnel's time-off for vacation, training or any other type of time-off, equipment, and materials.
- Start-up payments and travel expenses, including travel time from portal to portal, shall not be allowed.

No additional compensation to the monthly price shall be allowed.

Hourly Rates

The Detail rate is to be used in those instances where more coverage is required by the College that is not covered in the dates, time frames and support levels identified herein and shall be made via change order to the Colleges purchase order.

Detail – Officer \$34.00

Detail – Sergeant \$39.00



**Contractor Policy Code Acknowledgement
Exhibit "B"**

Name (Please Print) City of Pembroke Pines

Contract/Work Order/Purchase Order (P.O.) # ITN-2015-155-ZR

Contractors, Vendors and Consultants (hereafter referred to collectively as "Contractor(s)") engaged to do business with Broward College ("College") using College equipment and/or working on College premises, property or facilities must comply with the rules and regulations of the College's Policies & Procedures.

As the Contractor's representative, without limitation thereto, I, Charles F. Dodge, (Contractor) acknowledge that I have received and reviewed the following:

- ✓ Sexual and Other Workplace Harassment Policy, No. 6Hx2-3.31.
- ✓ Sexual Harassment Procedure, Procedure Manual, No. A6Hx2-3.31.
- ✓ Discrimination, Harassment and Retaliation Policy, No. 6Hx2-3.34.
- ✓ Diversity and Inclusive Excellence Policy, No. 6Hx2-3.44.
- ✓ Workplace Violence Policy, No. 6Hx2-3.40.
- ✓ Drug Free Workplace Policy, No. 6Hx2-3.05.
- ✓ Alcohol on Campus Policy, No. 6Hx2-6.32.
- ✓ Drug Free Workplace Policy, No. 6Hx2-3.05.
- ✓ Regulation of Smoking in Facilities Policy, No. 6Hx2-7.14.
- ✓ Smoking in Facilities Procedure, Procedure Manual, No. A6Hx2-7.14
- ✓ Traffic Rules on Campus, Policy No. 6Hx2-7.13
- ✓ Traffic Rules on Campus Procedure, Procedure Manual, No. A6Hx2-7.13

In the course of conducting business with the College, I understand that Contractors must be aware of and comply with the State of Florida Public Records Law (Chapter 119, Florida Statutes), the Government-in-the-Sunshine Law (Chapter 286.011, Florida Statutes) and the Code of Ethics (Chapter 112, Florida Statutes).

I am aware that Contractors are prohibited from soliciting or lobbying for additional work while engaged to do business with the College. I acknowledge that this behavior interferes with the efficient performance of my responsibilities under the terms of my contractual obligations with the College, and that it may provide me or my company with a competitive advantage. Both my employer and I understand that lobbying for additional work while under contract with the College may eliminate me and/or my company from award of future solicitations.

I recognize and understand that College IT resources, including but not limited to computers, telephones, radios, mobile phones and other communication systems and devices, are the property of the College, and should be used for the purposes of conducting bona fide College business only.

I recognize and understand that no remote access technology or device is to be attached to College IT resources or the information technology systems infrastructure to effect access

without the express authorization of the IT Department Director or Information Technology Senior Advisor or their duly authorized delegates. Non-College equipment or other resources used by me to connect to College IT resources, systems or services will be subject to the same laws, rules and regulations as College-owned IT resources.

I am aware that College IT resources are the property of the College, and as a result, I have no right to privacy or expectation of privacy when using and/or connecting to College IT resources. I am aware that the College may audit, access, and review all data and/or communications transmitted through or residing on College IT resources or any equipment or resources attached thereto, including e-mail and voicemail messages, at any time. I am aware that use of passwords or encryption does not restrict the College's right to access or disclose such communications, and that the College shall disclose the information to third parties as required by law.

When authorized to do so, I accept all risks and responsibilities associated with using and/or connecting non-College resources or equipment to College IT resources. **In regard to such non-College resources or equipment, I agree to the following:**

- ✓ In the event of a security breach, I authorize the College to take immediate action to reduce the College's exposure.
- ✓ I further authorize the College to perform inspections as deemed necessary to ensure the safety and security of College data and/or IT resources, and to ensure that any software or other similar intellectual property is duly licensed for use.
- ✓ I understand the College will require virus-detection software in accordance with its own specifications, and I agree to comply.
- ✓ I indemnify and hold the College harmless from theft or damage incurred while on College properties or premises.

Information or work products or related derivative works developed by me specifically for the College, whether or not reduced to writing by me, constitute works made for hire to the extent permissible by law and will become the sole property of the College, including all intellectual property rights thereto. I acknowledge that the College claims sole ownership and rights to all such materials.

I am aware that the College's Policies and Procedures and any other College practices are subject to change or modification by the College, solely at its discretion, as deemed appropriate and necessary. I understand that no supervisor or other official of the College has the authority to enter into any agreement with Contractors, or to make any agreement contrary to the foregoing.

I acknowledge that I have read and understand the above, and I agree to accept the terms and conditions as a stipulation of my services or contractual obligations to the College. This Acknowledgement shall be considered an integral part of Contract/Work Order/P.O. # ITN-2015-155-ZR. Any violation of this Acknowledgement shall be considered a breach of the foregoing Contract/Work Order/P.O. as well as a violation of College policies. I am aware that if I violate these mandates, penalties may include disciplinary action up to and including immediate termination of my services and/or Contract/Work Order/P.O. with the College, and the College may pursue whatever other legal remedies are available to it pursuant to the terms of the Contract/Work Order/Purchase Order.

City of Pembroke Pines

Contractor Name (Print)

Charles F. Dodge

Authorized Representative (Print)

Charles F. Dodge
Signature

6/22/15
Date

APPROVED AS TO LEGAL FORM

DWC
OFFICE OF THE CITY ATTORNEY
DATED: 6/18/15

EXHIBIT "C"
SPECIAL PROVISIONS

The purpose of this Exhibit "C" is to delineate any and all changes, deletions and/or additions to the General Terms & Conditions. In the event of any conflict between this Exhibit "C" and any other provision specified in this Contract, this Exhibit "C" shall take precedence.

Paragraphs 2, 4, 5, 6, 15, 22, 28 and 30 in the General Terms & Conditions are amended to read as follows:

2. INDEMNIFICATION.

For value received, to the extent not inconsistent with the Vendor's sovereign immunity protections and limitations as recognized in Section 10 herein, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of the Contract. The Vendor further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract. To the extent not inconsistent with the College's sovereign immunity protections and limitations as recognized in Section 10 herein, College shall indemnify and hold Vendor harmless for College's acts of negligence or its agents' negligence when acting within the scope of their employment and shall be liable for any damages resulting from said negligence.

4. TERMINATION FOR DEFAULT.

A "material breach" of this Contract is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Contract. If either party materially fails to fulfill its obligations under this Contract, the non-breaching party will provide written notice of the deficiency to the other party by forwarding a Cure Notice citing the specific nature of the material breach. The party receiving the Cure Notice shall have thirty (30) days to cure the breach. If the party receiving the Cure Notice fails to cure the breach within the thirty (30) day period, the party sending the Cure Notice may issue a Termination for Default Notice. The terminating party may pursue whatever legal and/or equitable remedies it chooses regarding breaching party's breach of contract.

5. TERMINATION FOR CONVENIENCE.

Either party may terminate this Contract with or without cause at any time for convenience upon one hundred and eighty (180) calendar days' prior written notice to the other party. In the event of termination for convenience, the College shall compensate the Vendor for all authorized and accepted deliverables and/or services completed through the effective date of termination in accordance with the Statement of Work, which is attached hereto and incorporated herein as Exhibit "A." The College shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Contract. The College may

withhold all payments to the Vendor for such work until such time as the College determines the exact amount due to the Vendor.

6. RECORDS RETENTION/AUDIT.

The Vendor shall maintain all records, books and documents pertinent to the performance of this Contract in accordance with generally accepted accounting principles consistently applied. The College shall have inspection and audit rights to such records for a period of 3 years from final payment under this Contract. Records relating to any legal disputes arising from performance under this Contract shall be made available until final disposition of the legal dispute. If the audit reveals that Vendor owes the College any funds, Vendor shall be provided a copy of the audit and have an opportunity to respond. Should it be confirmed that the Vendor owes the College any funds, the Vendor return any funds overpaid to the Vendor to the College immediately, and should the audit reveal underpayment to the Vendor, the College shall make payment to the Vendor immediately.

15. ENTIRE AGREEMENT.

This Contract states the entire understanding and agreement between the Parties and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this Contract. The acceptance or acquiescence of any course of performance rendered under this Contract shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This Contract shall inure to the benefit of and shall be binding upon the Parties, their respective assigns and successors in interest.

22. INSURANCE.

The insurance requirements in terms of types of insurance and the amount of insurance will vary depending on the Statement of Work. The College will determine the amounts and types of insurance required, if any, for the work performed. The Vendor shall procure and maintain, through the term of this Contract, insurance coverage required by the College, each with a limit of not less than \$1,500,000 in general liability insurance, \$500,000 in automobile liability insurance, and all Florida statutorily required workers' compensation insurance. The coverage required shall extend to all employees and subcontractors used in connection with this contract, if any, of the Vendor. The Vendor must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured as required. No work is authorized until such time as the College has received a Certificate of Insurance in compliance with the above requirements. Nothing in this paragraph is intended or shall be interpreted as waiving the Vendor's sovereign immunity rights or increasing the Vendor's liability beyond the limits of sovereign immunity. The Certificate of Insurance provided by the City may include language to limit coverage to the limitations of the Vendor's sovereign immunity.

28. CHANGE IN PERSONNEL.

Should the College have any concerns about any Vendor personnel provided by the Vendor to work on this Contract, it shall notify the Vendor and the parties will confer on how to address the

issues. Should the issues not be resolved to the satisfaction of the College, then the College may request that the Vendor replace the personnel if it believes that it is in the best interest of the College to do so. The College will provide a reason for requesting the replacement of personnel. Such change in personnel shall be made within a reasonable time upon the College's written request for a change of personnel. The Vendor shall place the above language in any contract that it has with subcontractors. The Vendor will enforce the replacement of subcontractor personnel upon a request by the College.

30. MARKETING.

Vendor may use the College's name in marketing materials for the purpose of publicizing contract awards; however, Vendor is prohibited from obtaining affirmations from College staff regarding its products or services. Affirmations include any kind of testimonials or endorsements of the Vendor as well as the products and/or services offered by the Vendor. The College, as a government entity, must fairly and equitably compete for goods and services, and therefore the endorsement of any particular firm, product, or service is strictly prohibited. Vendor is strictly prohibited from releasing any marketing statements to the media regarding work performed under this Contract without the review, and the express prior written approval of the College. The College's approval is at its sole discretion; however, such approval will not be unreasonably withheld. The Vendor, as a police agency, may release statements to the media relating to incidents and/or concerns at the College should it deem it in the best interest of public safety, without the need for prior consent of the College.

COLLEGE OFFICE OF COUNSEL APPROVED

DocuSigned by:
[Signature]
04210120D8624CB...

By: _____

Date: 7/1/2015

COLLEGE PROCUREMENT APPROVED

By: _____

Date: _____