

TOWN OF DAVIE

TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Chief John George/693-8320

SUBJECT: Resolution

AFFECTED DISTRICT: N/A

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND BROWARD COMMUNITY COLLEGE TO CONTINUE COMMUNITY ORIENTED POLICE OFFICERS ON CAMPUS.

REPORT IN BRIEF: This is an agreement between the Town of Davie and Broward Community College commencing on July 1, 2002 and for an additional term of four (4) years. The agreement provides for two (2) police officers assigned as Community Oriented Police Officers at Broward Community College. Broward Community College shall pay the Town \$50,000 for two (2) officers per year totaling \$200,000 over four (4) years to supplement funding to the Town for these two officers.

PREVIOUS ACTIONS: N/A

CONCURRENCES: N/A

FISCAL IMPACT:

Has request been budgeted? The positions are funded in department staffing. This agreement will provide \$50,000 for two (2) officers per year over four years totaling \$200,000 which will supplement the operational costs.

If yes, expected cost: \$

Account Name:

If no, amount needed: \$

What account will funds be appropriated from:

Additional Comments:

RECOMMENDATION(S): Motion to approve resolution.

Attachment(s):

Resolution

Agreement

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF DAVIE AND BROWARD COMMUNITY COLLEGE TO CONTINUE COMMUNITY ORIENTED POLICE OFFICERS ON CAMPUS.

WHEREAS, Town Council has shown support in the past for the community oriented police officers program; and

WHEREAS, Broward Community College has committed to provide as outlined in the attached agreement, funding for the use of two community oriented policing officers; and

WHEREAS, the goals and objectives of Broward Community College are consistent with the Town of Davie Police Department's philosophy to enhance community policing efforts in the Town of Davie; and

WHEREAS, the agreement between the Town of Davie and Broward Community College outlines the responsibilities of each agency regarding this program.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie hereby authorizes the Mayor to execute the agreement between the Town of Davie and Broward Community College to continue to utilize two community oriented police officers.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2002

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2002

AGREEMENT

This Agreement made and entered into this ___ day of _____, 2002, by and between the TOWN OF DAVIE, Florida, a municipal corporation (hereinafter referred to as "TOWN") and BROWARD COMMUNITY COLLEGE, established by the State of Florida (hereinafter referred to as "BCC").

Witnesseth:

WHEREAS, BCC Central Campus is located within the corporate limits of the Town of Davie; and

WHEREAS, BCC desires TOWN to continue to have police officers serve as community police officers within the campus properties of the central campus, and

WHEREAS, the TOWN and BCC wish to continue the program where the TOWN provides two (2) community police officers at the BCC Central Campus and BCC provides funding to supplement cost associated with the officers.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties do hereby agree as follows:

Section 1. Duties and Responsibilities of Town.

1.01 TOWN shall continue to provide two (2) police officers, assigned as Community Oriented Police Officers (hereinafter referred to as "COPS") assigned to a schedule defined by the Police Officers' Bargaining Agreement, for an additional period of four (4) years. The officers shall be provided to the BCC Central Campus in Davie, Florida.

1.02 A) TOWN shall be responsible for the control and direction of all aspects of employment of the police officers assigned to the COPS program, noting that under the terms of this Agreement the two COPS officers' primary duty and responsibility is to provide Community Policing Services for the Town of Davie at BCC Central Campus.

1.02 B) BCC and TOWN (Police Department Supervisory personnel) shall maintain a channel of communications to provide continuous feedback on program effectiveness and officers' performance throughout the term of this Agreement.

1.03 TOWN shall insure that the exercise of the law enforcement powers by the COPS is in compliance with the authority granted by law.

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1.04 The Community Oriented Policing Officers shall not function as campus disciplinarian or security officers, or to intervene in normal disciplinary actions of the community college system, or to be used to witness any disciplinary procedures at the campus.

1.05 The Community Oriented Policing Officers shall at all times be expected to act within the scope of authority granted by law.

1.06 The Community Oriented Policing Officers may be changed during the course of this Agreement by TOWN and can adjust shifts and hours worked at the discretion of the Police Department. BCC shall be given five days prior notice of changes in assigned officers, adjusted shifts or hours worked.

1.07 The Community Oriented Policing Officers shall not be required to attend extracurricular activities which are held beyond his/her regular work day or requires the COPS to leave his/her jurisdiction.

1.08 Each officer assigned to BCC, under this Agreement, will work a 40 hour work week subject to terms and conditions outlined in the officers bargaining unit contract.

Section 2. Duties and Responsibilities of BCC.

2.01 BCC shall pay to TOWN, each year of this four (4) year Agreement, the sum of \$50,000 for two officers per year, (\$25,000 per officer) totaling \$200,000, to be paid to TOWN over four (4) years. This amount of \$50,000 per year, and the total of \$200,000 over four (4) years, paid by BCC, is supplemental funding to TOWN for the assigned two officers' salaries and benefits.

2.02 The payments shall be made to the TOWN (Finance Department) by BCC during the month of July (which is the beginning of BCC's fiscal year) each year of this Agreement in the amount of \$50,000, commencing July 2002.

2.03 BCC shall provide working space for each of the officers assigned pursuant to this Agreement and will provide the officers with desk space and telephone access as needed by the officers.

Section 3. Term of Agreement.

3.01 The term of this Agreement shall commence July 1, 2002, after BCC and TOWN execute the contract and it is approved by the Davie Town Council. The Agreement shall have an initial term of four (4) years.

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3.02 At the conclusion of the third (3) year, representatives of the TOWN and BCC will meet to negotiate extending the Agreement beyond the fourth (4) year.

3.03 Approval of this new Agreement by BCC and TOWN will authorize a final payment by BCC to TOWN, in the amount of \$43,128.98, which will be considered satisfactory to complete current agreement obligations. The TOWN and BCC agree to this amount due to the changes caused by State budget cuts and the fiscal shortfall reducing BCC's operating budget. Payment of \$43,128.98 to TOWN will then serve to satisfy the current agreement financial obligations by BCC to TOWN. Approval of this agreement will also provide for continued COP services to BCC and extend the terms of the existing BCC/TOWN Agreement to the commencement date of this new Agreement which is July 1, 2002.

Section 4. Invalid Provision.

4.01 Should any part of this Agreement be declared invalid by a court of law, such decision shall not affect the validity of any remaining portion which shall remain in full force and effect as if the invalid portion was never a part of this Agreement when it was executed. Should the severance of any part of this Agreement materially affect any other rights or obligations of the parties hereunder, the parties hereto shall negotiate in good faith to amend this Agreement in a manner satisfactory to the parties. Failing agreement on such amendment, either party may by notice in writing, terminate this Agreement forthwith.

Section 5. Indemnification.

5.01 BCC agrees to indemnify and save harmless TOWN for any liability whatsoever arising out of the negligent or other wrongful acts or admission of BCC's employees or agents in coordinating the COPS officers in the performance or non-performance of their duties and obligations. TOWN agrees to indemnify and save harmless BCC of any liability whatsoever arising out of the negligent or other wrongful acts or admissions of the COPS officers as it relates to performance or non-performance under this Agreement. Nothing in this Agreement shall be construed to affect in any way the TOWN or BCC's rights, privileges, and immunities, including sovereign immunity as provided by law as set forth in Florida Statute 768.28.

Section 6. Independent Contractor.

6.01 TOWN is an independent contractor under this Agreement. Personnel service provided by TOWN shall be employees of TOWN and supervision by TOWN and not as officers, employees, or agents of BCC. Personnel policies, tax responsibilities, social security

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and health insurance employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of TOWN.

Section 7. Assignment

7.01 Neither party to this Agreement shall, directly, assign or purport to assign this Agreement or any of its rights or obligations in whole or in part to any third party without the prior written consent of the other party.

Section 8. No Waiver.

8.01 The failure of either party to enforce at any time any of the provisions, rights, or to exercise any elections provided, shall in no way be considered to be a waiver of such provisions, rights or elections or in any way effect the validity of this Agreement. The failure to exercise by either party any of its rights herein or any of its elections under the terms or conditions herein contained shall not preclude or prejudice it from exercising the same or any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.

Section 9. Complete Agreement.

9.01 This Agreement is the complete agreement of the parties; may be amended or modified only in writing; and supersedes, cancels and terminates any and all prior Agreements or understandings of the parties, whether written or oral, concerning the subject matter hereof.

Section 10. Choice of Law.

10.01 This Agreement shall be governed by and construed and interpreted according to the laws of the State of Florida.

Section 11. Venue.

11.01 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.

Section 12. Attorney's Fees.

12.01 If any party obtains a final judgment (after any appeals) against any other party by reason of breach of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, including paralegal costs, at both the trial and appellate levels.

Section 13. Notices.

13.01 All notices or other communications required or permitted by this Agreement shall be in writing and deemed effectively delivered upon receipt if mailed by certified mail,

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postage prepaid, and return receipt requested, or delivered personally with a receipt obtained, or upon the earlier of receipt or two (2) business days after deposit with a nationally recognized overnight delivery service, (e.g., Federal Express) to the following persons and addresses unless otherwise specified herein:

As to TOWN:

John A. George, Chief of Police
Davie Police Department
1230 South Nob Hill Road
Davie, Florida 33324

As to BCC:

Attn: _____
Central Campus
3501 S.W. 64th Avenue
Davie, Florida 33314

IN WITNESS WHEREOF, the parties hereto have duly exercised this Agreement on the day and year first above written.

Attest:

TOWN OF DAVIE, a municipal
corporation of the State of Florida

Russell Muniz, Town Clerk

By: _____
Harry Venis, Mayor

Approved as to form:

BROWARD COMMUNITY COLLEGE

By: _____
Monroe Kiar, Town Attorney

By: Willis Holcombe
WILLIS HOLCOMBE PRESIDENT
(Print Name & Title)

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