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BROWARD COLLEGE

Define yourself.

To: Members of the Board of Trustees

From: J. David Armstrong Jr., President

Date: June 23, 2009

Place: Regular Meeting of the Board of Trustees
Broward College
Boardroom 1208, Building 33
111 East Las Olas Boulevard
Fort Lauderdale, Florida 33301

Subject: Agenda Item VII-G - International Assn. of Campus Law Enforcement
Administrators

Brief Description: Agreement between the College and the International Association of Campus Law Enforcement Administrators to assess current campus safety structure and feasibility of continuing contracting with the local police departments to provide on-campus law enforcement functions or to pursue private security contracts.

Benefit to Broward College: Review and assess current campus safety structure and make recommendations for future structure.

Relationship to College Master Plan: Provide a safe and secure environment to support the goals of the College Master Plan.

Recommend Approval

Board Agenda Approved: _____

Agenda Item VII-G

Date: _____

Enclosure _____

BOARD OF TRUSTEES
AGENDA TRANSMITTAL SHEET

To: President Armstrong

Date: _____

From: Barbara J. Bryan, Provost North Campus
Lois Bolton, Provost Central Campus
Lourdes Oroza, Provost South Campus

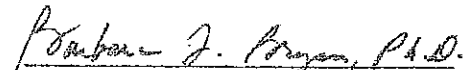
Subj: Analysis of Campus Safety Structure

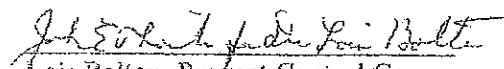
Issue: An analysis of our current campus safety structure will be conducted to assess the type of incidents that occur on our campuses, and the feasibility of continuing contracting with the local police departments to provide on-campus law enforcement functions or to pursue private security contracts.

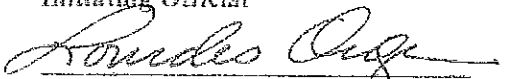
Background/Analysis: Currently there are contractual arrangements in place with local law enforcement agencies. The College is exploring the option of contracting with a private security firm instead of continuing the existing arrangement with local law enforcement agencies.


The International Association of Campus Law Enforcement Administrators through its Loaned Executive Management Assistance Program (LEMAP) will provide a consultant to travel to Broward College to conduct an analysis of the incidents occurring on all campuses and assess what level of security/law enforcement is necessary for a college of this size and geographical locations. This assessment will include, but not be limited to, a review of all incidents, the reporting structure, campus safety officer job descriptions and training analysis, organizational structure and hierarchy of reporting incidents. Cleary Act information will also be analyzed.

Fiscal Impact: This study will be paid for out of the Congressionally Directed Grant awarded to the Institute of Public Safety and will cost \$10,500 plus travel expenses. There is no additional cost to Broward College.


Barbara J. Bryan, Provost North Campus
Initiating Official


Lois Bolton, Provost Central Campus
Initiating Official


Lourdes Oroza, Provost South Campus
Initiating Official


William D. Pennell
Chief Financial Officer
Vice President

Staff Position: Recommend approval.

THIS RECOMMENDED ACTION MEETS THE FOLLOWING ELEMENT(S) OF THE COLLEGE'S MISSION STATEMENT:

- | | | |
|-----------------------------------------------------------------------------------------|-------------------------------------|----------------------------------------------------------------|
| <input type="checkbox"/> Providing high quality educational programs | <input checked="" type="checkbox"/> | Providing high quality services |
| <input type="checkbox"/> Providing for affordability to a diverse community of learners | <input type="checkbox"/> | Providing for accessibility to a diverse community of learners |
| <input type="checkbox"/> Commitment to student achievement | <input type="checkbox"/> | Commitment to lifelong learning |
| <input type="checkbox"/> Commitment to academic excellence | <input type="checkbox"/> | Providing use of current technology |

BRIEFLY DESCRIBE HOW THIS RECOMMENDATION ACHIEVES THE ABOVE ELEMENT(S) IN THE COLLEGE'S MISSION STATEMENT:

Minority Firm: Yes No N/A Broward Firm: Yes No N/A

revised 11/06



International Association of Campus
Law Enforcement Administrators

342 North Main Street, West Hartford, CT 06117-2507
Phone: (860) 586-7517 Fax: (860) 586-7550
E-mail: info@iaclea.org Web Site: www.iaclea.org

SERVICE AGREEMENT

THIS AGREEMENT, made, entered and effective this last date signed by and between the International Association of Campus Law Enforcement Administrators, Inc., a Georgia corporation with a principal office at 342 North Main Street, West Hartford, Connecticut (hereafter referred to as "IACLEA") and Broward College, a duly licensed [educational institution/public agency] with a principal place of business in 115 E. Las Olas Boulevard, Fort Lauderdale, Florida 33301 (hereafter referred to as the "AGENCY").

IACLEA, a non-profit corporation whose members are law enforcement administrators, provides a service entitled "Loaned Executive Management Assistance Program" (sometimes simply referred to as "LEMAP"):

1. Purpose. The Agency operates and manages a public safety/security/and or police department, and, in the furtherance of its operations, desires to obtain the services of IACLEA for management consultation to improve the administration, management and operation of the department. This Agreement provides for utilization of IACLEA resources to assist and serve as consultants. Accordingly, this Agreement sets forth, in writing, those terms and conditions under which the service will be provided. The Agency agrees to hire and retain IACLEA and IACLEA agrees to provide the services described within and limited to the scope of duties in paragraph 2 for the fees contained in this Agreement.

2. Scope of Duties. The duties to be performed on behalf of the Agency will be as follows: A review of the Department of Campus Safety. The report generated will cover the team's findings and recommendations of the items outlined in Appendix 1 of this contract.

These duties will be performed by the managers and team members designated by IACLEA.

IACLEA reserves the right to designate and change team members as it deems necessary.

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No advance or preview draft of a review team's findings or report will be required by or provided to the Agency. Any factual errors in the final report provided to the Agency will be corrected and reprinted by IACLEA at no additional expense to the agency.

3. Fee Schedule. For the services to be rendered by IACLEA, the Agency agrees to pay the following fees:

A Management Fee of \$10,500 for an IACLEA Institutional Member, for a three day review by a team leader and two assessors, to be paid in two installments as follows:

payment due upon <u>completion of the on-site review.</u>	\$ 5,250.00
payment promptly upon delivery of final report	<u>5,250.00</u>
total price	\$10,500.00

Failure to provide timely payment as provided for shall constitute a material breach of this Agreement and excuses IACLEA from any further performance.

4. Travel and Lodging Expenses. In addition to the Management Fee set forth in paragraph 3, the Agency agrees to arrange for and promptly to pay the review team's travel, lodging and meal expenses. All such travel and lodging will be provided consistent with Broward College Policy and Florida State Statute limits. The agency shall promptly reimburse such expenses, in accordance with Florida State Statute limits.

5. Additional Expenses. In addition to the Management Fee and the expenses listed in paragraph 4, the Agency agrees to promptly reimburse all pre-approved out-of-pocket expenses reasonably incurred by IACLEA or its review team in the performance of the duties under this Agreement, including but not limited to, long-distance telephone charges, luggage fees, Internet access, copying, printing and duplication costs, express mail service, long distance facsimile charges, and other related expenses. Failure to provide prompt payment or reimbursement of the expenses in paragraphs 4 and 5 shall constitute a material breach of this Agreement and excuse IACLEA from any further performance.

6. Representations of Agency. To induce IACLEA to undertake the duties and performance hereunder, Agency represents and warrants:

a. The duties to be undertaken are not connected with or related to any threatened or pending litigation.

b. The duties to be undertaken are not connected with or predicated on any planned or pending reduction in force, layoff or adverse employment action, including disciplinary action, involving a specific employee or group of employees, or, any planned privatization, if a public agency.

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c. The parties executing this Agreement are authorized to engage IACLEA and have full and complete authority to execute this Agreement and provide payment of the Management Fee and all expenses as required hereunder.

7. Duration. The effective date of this Agreement is the last date signed by the parties and the agreement shall continue in force until six months later, unless sooner terminated in accordance with the provisions hereof.

8. Termination. This Agreement may be terminated by either party for the following reasons:
a. Advance written notice of sixty (60) days to the other party; or,
b. Failure of either party, after notice, to perform or comply with any one or more of the material terms or conditions of this Agreement.

In addition to and not in limitation of the foregoing, if in the reasonable opinion of Agency, IACLEA should at any time fail to put forth its reasonable efforts to provide consulting services, Agency may direct IACLEA's attention to such failure by written notice to IACLEA, specifying the specific deficiencies and suggest remedial steps. If thereafter, in the reasonable opinion of Agency, IACLEA shall not have corrected the deficiency within a reasonable period of time after such written notice, Agency shall have the right, upon written notice to IACLEA to that effect, to terminate this Agreement.

Regardless of reason for termination, Agency shall pay for all work performed and expenses incurred up to the effective date of termination.

9. Limited Effect of Waiver. If either party waives any breach of any provision of this Agreement, that waiver will not operate or be construed as a waiver of any later breach or breaches.

10. Severability. In the event that any provision or provisions of this Agreement shall be construed to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not be deemed to affect the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid or unenforceable provision or provisions had never been inserted.

11. Oral Modification is not Binding. This Agreement may be altered only by a written agreement signed by the party against the enforcement of any waiver, change, modification, extension or discharges sought. Oral changes or modifications will have no effect.

12. Applicable Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

13. Notices. Any notices required or permitted to be given under this Agreement shall be sufficient if in writing, and if sent by certified mail, return receipt requested, to the principal office of IACLEA, or to the principal office of Agency, and shall be deemed given as of the date of mailing.

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14. Binding Effect. The terms of this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

15. Integration. This Agreement contains the entire Agreement between the parties hereto with respect to the transactions contemplated herein and supersedes all previous representations and negotiations commitments or writings with respect hereto.

16. Usage. Any terms used in the singular or plural, or masculine, feminine or neuter form shall be singular or plural, masculine, feminine or neuter, as the proper reading requires.

17. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

18. Indemnification. Broward College agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. IACLEA (International Association of Campus Law Enforcement Administrative) agrees to indemnify, hold harmless and defend Broward College, its agents, servants and employees from any and all third party claims, judgments costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery cost, court costs and all other sums which Broward College, its agents, servants and employees must pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon (collectively referred to as "Claim"), arising or alleged to have arisen solely out of the gross negligence or willful misconduct of IACLEA and/or its agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including Broward College's property, and injury or death of any person whether employed by IACLEA, Broward College or otherwise, provided that: i) Broward College promptly notifies IACLEA within ten (10) days of Broward College's first knowledge of such Claim, (ii) Broward College agrees to allow IACLEA to fully control any litigation and settlement of such Claim, (iii) Broward College shall not knowingly or negligently do or omit to do anything in relation to such Claim which could increase such Claim; (iv) Broward College shall at the request of IACLEA afford to IACLEA all reasonable assistance for the purpose of investigating and/or contesting such Claim, and (v) Broward College shall not make any admissions which may be prejudicial to the defense or settlement of such Claim.

19. Patent or Copyright Infringement Indemnification. IACLEA shall hold harmless and defend Broward College against any and all suits based on any third party claim that the use by Broward College of the deliverables provided under this Agreement by IACLEA infringes on any United States patent right or copyright, provided IACLEA is promptly notified in writing of any such suit or claim against Broward College, and further provided that Broward College permits IACLEA to defend, compromise or settle the same, and gives IACLEA all available information, reasonable assistance, and authority to enable IACLEA to do so. This indemnity shall not apply to any infringement arising out of: (i) the alteration or modification of the deliverables by

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Broward College; (ii) any use of the deliverables which is not authorized herein; or (iii) use of the deliverables with any computer hardware or software not supplied or approved by IACLEA. This provision sets forth IACLEA's sole obligation and liability and Broward College's exclusive remedy for any proprietary rights infringement by the deliverables.

20. No Waiver of Sovereign Immunity. Nothing contained in this Agreement, including but not limited to the Indemnification section, is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the parties acting herein by their duly authorized officers, all as of and effective as the day and year first written above.

IACLEA,

BY: _____

John Leonard
Director of Accreditation and LEMAP Services
IACLEA
Its Duly Authorized Officer

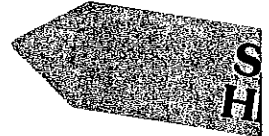
6/10/09
Date

AGENCY,

BY: _____

J. David Armstrong
President
Broward College

Date



APPROVED AS TO FORM
AND LEGALITY:

Kevin Femandar
KEVIN FERNANDER
COLLEGE ATTORNEY

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**LEMAP Report Format
Departmental Review**

- I. Introduction and Executive Summary
- II. Methodology
- III. Agency Profile
- IV. General Observation
- V. Findings and Recommendations
 1. Community Interaction
 2. Authority and Relations with Other Agencies
 3. Organization and Management
 4. Goals and Objectives
 5. Policies and Procedures
 6. Complaint Processing and Internal Discipline
 7. Performance Evaluation
 8. Recruitment and Selection
 9. Training
 - (a) Review of training courses completed by staff
 - (b) Additional training recommendations
 10. Records System
 11. Operations and Enforcement
 - (a) Review of the types of security/law enforcement incidents that occur on campus
 12. Property and Evidence
 13. Equipment
 14. Communications and Dispatching
 15. Parking and Traffic Services
 16. Crime Prevention and Residence Halls Security
 17. Space and Facilities
 18. Compliance with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act
 19. Emergency Procedures and Special Events
 20. Feasibility of Outsourcing Security Services
- VI. Appendices (As Needed)

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