MARGATE COMMUNITY REDEVELOPMENT AGENCY

RESOLUTION NO.555

A RESOLUTION OF THE MARGATE COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF MARGATE POLICE DEPARTMENT AND THE MARGATE COMMUNITY REDEVELOPMENT AGENCY FOR SPECIAL DUTY DETAIL AT MCRA SPONSORED EVENTS.

BE IT RESOLVED BY THE BOARD OF THE MARGATE COMMUNITY REDEVELOPMENT AGENCY OF MARGATE, FLORIDA:

SECTION 1: That the Board of the Margate Community Redevelopment Agency authorizes the execution of an Agreement between the Margate Community Redevelopment Agency and the City of Margate Police Department for Special Duty Detail at Margate Community Redevelopment Agency sponsored events.

SECTION 2: That the Chair is hereby authorized and directed to execute said agreement on behalf of the Margate Community Redevelopment Agency, a copy of which is attached hereto and specifically made a part of this Resolution as Attachment "A".

SECTION 3: That this Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED, AND APPROVED THIS 10h day of July, 2018.

Chair Tommy Ruzzano

RECORD OF VOTE

Schwartz	Yes
Peerman	Yes
Simone	Yes
Caggiano -	Yes
Ruzzano	Yes



MARGATE POLICE DEPARTMENT

SPECIAL DUTY DETAIL REQUEST

- I, <u>Samuel A. May</u>, as the authorized representative of the Margate Community Redevelopment Agency ("CRA"), agree and request the following on behalf of the CRA:
- 1. I understand there shall be a minimum of three (3) hours at FORTY-FIVE DOLLARS AND No/XX (\$45.00) per hour for law enforcement services rendered by any Margate Police Officer. Any cancellations made with less than twenty-four (24) hours' notice or upon the arrival of detail Officer will result in a minimum charge of three (3) hours billed per Officer.
 - a. SUPERVISOR'S RATES: For instances when detail(s) have four (4) or more officers, supervisor's rates are \$52.00 per hour.
 - b. HOLIDAY/HIGH-DEMAND RATES: \$65.00 per hour for the following holidays or high-demand days: Valentine's Day, Easter, Memorial Day, July 4th, Halloween, Thanksgiving, Black Friday, Christmas Eve, Christmas, New Year's Eve, and New Year's Day, First and Last day of Broward County Schools. Supervisor Holiday/High-Demand Rate: \$75.00 per hour.
 - c. LAST MINUTE RATES: Any request with less than two (2) days advanced notice is subject to High-Demand Rates.
 - d. SPECIAL CIRCUMSTANCE RATES: Subject to the high-demand rate for requests that occur during/following a state of emergency, natural disasters, or during hours that are routinely difficult to secure coverage, for which notification of the high-demand rate shall be provided prior to execution of the detail agreement.
- 2. That my organization, shall be responsible to the City of Margate for the payment of any services rendered by a City of Margate Police Officer.
- 3. The Margate Police Department is not obligated to provide Special Duty Details. The Chief of Police reserves the right to decline a detail request for any reason. Every reasonable effort will be made to fill the detail request, but there is no guarantee that it will be filled. Members of the Margate Police Department who are authorized to work Special Duty Details do so voluntarily, during their off duty hours.
- 4. It is understood that, notwithstanding the fact that the applicant will reimburse the Margate Police Department for the services rendered, the assigned Officers remain employees of the Margate Police Department. The applicant is restricted to the general assignment of duties to be performed and has no authority over the Officers.
- 5. By signing this request, the undersigned authorized representative requesting the Special Duty Detail, to the extent permitted by law, releases, agrees to indemnify and hold harmless the City of Margate, its officers, agents, and employees from any and all liability relating to any acts or omissions concerning the services requested, including but not limited to any acts of negligence or negligent omissions by the City of Margate, its officers, agents, and employees. Nothing contained herein shall be deemed a waiver by the City of Margate or the Margate Community Redevelopment Agency, of any of its immunities provided by law, including those set forth in Section 768.28, Florida Statutes.
- 6. All parties agree that the City of Margate, through its Police Department, may amend the terms and conditions of this Agreement with written notice of the changed terms. The term of this agreement is effective July 21, 2018 thru June 30, 2019.

Location of Detail: Sounds of Sundown/ various events Date/Time of Detail: Various/TBA Number of Officers: 2 Is this an open-ended agreement for various future events/occasions? Yes Brief Description of Officer's Assignment: Security for CRA Events **BILLING INFORMATION: BUSINESS NAME: Margate Community Redevelopment Agency** NAME: Samuel A. May, Executive Director MAILING ADDRESS: 5790 Margate Blvd. Margate, FL. 33063 Street Address Zip Code City State PHONE NUMBERS: 954-935-5300 EMAIL ADDRESS: smay@margatefl.com Margate Community Redevelopment Agency By: Signature Date TOMMY RUZZAND Print Name As: MCRA Board Chair 7-25-18 By: Signature Date Print Name As: MCRA Executive Director City of Margate 07/11/18 Date

As:

Print Name

Chief of Police