

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

[X] Consent

☐ Regular

[] Ordinance

☐ **Public Hearing**

Department: Department of Public Safety
Submitted By: Department of Public Safety
Submitted For: Division of Emergency Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: A) Approve an agreement with Palm Beach State College in an amount not to exceed \$2,250 per class for the period of January 24, 2012 through September 30, 2012 to provide Community Emergency Response Team (CERT) training for residents requesting CERT training through the Department of Public Safety Division of Emergency Management; and **B) Authorize** the County Administrator or his designee to execute any future contracts with the Palm Beach State College to provide CERT training on behalf of the Board of County Commissioners, after approval of legal sufficiency by the County Attorney's Office, and within budgeted allocations.

Summary: Palm Beach County Department of Public Safety, Division of Emergency Management provides CERT training to residents of Palm Beach County. This program educates residents about disaster preparedness for types of hazards that may impact our county. Using the training learned in the classroom and during exercises, CERT members can assist others in their neighborhood or workplace following an event. Funding for this agreement will be provided by the State of Florida, Division of Emergency Management grants. **Countywide (GB)**

Background and Justification: In 2002, the CERT program was incorporated into Public Safety's Emergency Management Division. The original program consisted of 175 people representing 4 teams. Today, the program has grown to over 3,200 trained residents making up 51 various community-based teams. Palm Beach State College has served the Division of Emergency Management as the independent contractor providing the professional training required under the Federal Emergency Management Agency guidelines.

Attachments:

- ## 1. Palm Beach State College Training Agreement

RECOMMENDED BY:

Vincent J. Bonicatti

Director of Public Safety

12/29/11

Date _____

APPROVED BY:

Vincent J. Bonvento

Assistant County Administrator

12/29/11

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Capital Expenditures					
Operating Costs	\$15,750				
External Revenues	(15,750)				
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	<u>0</u>				
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Is Item Included In Current Budget? Yes X No

Budget Account: Exp No: Fund 1427 Department 662 Unit 7271 Object 3421
Rev No: Fund 1427 Department 662 Unit 7271 Object 3129

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Fund: 1427 Emergency Management

Unit: 7271 Community Emergency Response Team

Depending on the availability of grant funding, training will be provided by the college approximately 7 times a year. The cost of training is \$2,250 per class of 25 students.

Departmental Fiscal Review: Stephanie Sepide 12/28/11

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

OFMB

Contract Administration

1-6-12 B. Wheeler

B. Legal Sufficiency:

Assistant County Attorney

This Contract complies with our
contract review requirements.

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

Training Agreement

PALM BEACH STATE COLLEGE

This AGREEMENT made and entered into on _____, between PALM BEACH STATE COLLEGE hereinafter referred to as "COLLEGE" and PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, THROUGH THE DEPARTMENT OF PUBLIC SAFETY, DIVISION OF EMERGENCY MANAGEMENT hereinafter referred to as BUSINESS mutually agree to the below:

WHEREAS, the BUSINESS is desirous of obtaining professional development training services as provided by the COLLEGE; and

WHEREAS, the COLLEGE represents that it is prepared to provide the training; and

WHEREAS, the COLLEGE and BUSINESS wish to enter into this agreement to provide for the terms and conditions under which COLLEGE will provide training services to the BUSINESS.

NOW, THEREFORE, the parties agree as follows:

The COLLEGE shall:

1. Provide training as an independent contractor and to be wholly responsible for the methods of training. The BUSINESS shall have no right to supervise the methods used, but the BUSINESS shall have the right to observe such training. COLLEGE shall work closely with the BUSINESS in production of training under this Agreement.
2. Comply with applicable regulatory and other applicable requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria and standards.
3. Maintain worker's compensation and general liability in accordance with Florida Statute 768.28 throughout the duration of the training.
4. Deliver all services as stated in the attached Scope of Services, attached hereto and made a part hereof.
5. Provide a fully qualified and certified trainer.

The BUSINESS shall:

1. Submit necessary paperwork, as required by COLLEGE, to be an approved COLLEGE customer if not already.
2. Pay the COLLEGE as stated in Scope of Services upon invoicing by COLLEGE.
3. Provide participant enrollment, notification and registration when applicable.

Both Parties agree:

1. Either party reserves the right to cancel this Agreement without obligation upon written notice 30 days in advance of training; otherwise cancellations are subject to sickness, riots, civil disobedience, acts of God or other legitimate conditions beyond the control of either party. Rescheduling may be done upon mutual agreement of both parties.
2. All materials, data, personnel information and other information obtained by either party not subject to Chapter 119, Florida Statutes, are confidential and both parties shall take all necessary measures to protect any confidential material. The provisions of this paragraph shall survive the expiration of this Agreement.
3. Each party to this Agreement shall be liable for its own actions and negligence and, to the extent permitted by law, COLLEGE shall be responsible to BUSINESS and shall protect, defend, reimburse, indemnify and hold BUSINESS, its agents, employees and elected officers harmless from and against any actions, claims, liability, expense or damages, whether at the trial or appellate levels, including attorneys' fees and costs, arising out of COLLEGE'S negligence in connection with this Contract, and BUSINESS shall be responsible to COLLEGE and shall protect, defend, reimburse, indemnify and hold COLLEGE, its agents, employees and elected officers harmless from any actions, claims, liability, expense or damages, whether at the trial or appellate levels, including attorneys' fees and costs, arising out of BUSINESS' negligence in connection with the Contract. The foregoing shall not constitute the BUSINESS' or COLLEGE'S waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, or of any defense available to either party.
4. To provide appropriate training facilities and media equipment at either COLLEGE or BUSINESS site as provided for in the Scope of Services.
5. This Agreement shall be governed by the laws of the State of Florida.

6. Each party warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression.
7. Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the COLLEGE, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, as may be amended and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

(REST OF PAGE LEFT BLANK INTENTIONALLY)

COLLEGE

The signatures below confirm that the parties have read and approved all terms above along with attached Scope of Services.

PALM BEACH STATE COLLEGE:

Bill & Bob 12/13/11
Signature **Richard A. Becker**

Typed Name
VP Administration & Business Svcs.

Title

**PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS:**

By: _____
Shelley Vana, Chair

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

By: _____ Deputy Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: Tenese Wallace 12/8/11
College Attorney

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: Vincent J. Bonvento
Vincent J. Bonvento

Scope of Services

**PALM BEACH STATE
COLLEGE**

Business Name: Palm Beach County Division of Emergency Management

Address: 20 S. Military Trail

City/State/Zip: West Palm Beach, FL 33415

Contact Name: Mary Blakeney, Assistant Operations Manager

Telephone Number: 561-712-6549

Fax Number: 561-712-6464

Description of Training: Basic 24 hour Community Emergency Response Team (CERT) training for residents of Palm Beach County. Price includes lead instructor for 24 hours plus one additional instructor for Disaster Medical 2 and Disaster Simulation modules, and two additional instructors for Fire Suppression Practical module. Price includes first aid supplies and use of fire extinguisher training simulator at Palm Beach State College Fire Academy. Price also includes Student Accident Insurance coverage for up to 25 course participants.

Date/Dates of Training: To be arranged based on mutual agreement of Palm Beach County Division of Emergency Management and Palm Beach State College. Agreement is in effect through September 30, 2012.

Location of Training: Palm Beach State College campuses unless offsite class requested and agreed upon by both parties.

Minimum/Maximum Participants: Maximum of 25 students per class

Cost of Training: \$2250.00/class (includes Student Accident Insurance).

Cost of Textbook and Supplies: Textbooks and CERT backpacks, vests and helmets to be provided by Palm Beach County Emergency Management.

Miscellaneous Info: _____

Palm Beach State College

Contact: Elizabeth D. Carracher

Telephone: 561-868-3777

Fax: 561-868-3843

Business Signature

By: 

Date

Palm Beach State College Signature

By: 

Date