

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 11, 2012 [X] Consent [ ] Regular  
[ ] Workshop [ ] Public Hearing  
Department  
Submitted For: FIRE RESCUE

I. EXECUTIVE BRIEF

**Motion and Title:**

Staff recommends motion to receive and file five (5) fully executed Interlocal Agreements with Palm Beach State College (College) for the provision of professional development training services provided by the College to Palm Beach County Fire Rescue employees.

**Summary:**

Five (5) Interlocal Agreements relating to the provision of fire rescue training and instructional services by the College to the County were executed by the Purchasing Director between October 31, 2011 and August 3, 2012, pursuant to the authority granted by Section 2-53(d), Palm Beach County Code. These five (5) fully executed agreements are being submitted as a receive and file agenda item for the Clerk's Office to note and receive in accordance with Section 163.01(11) F.S., which requires the filing of Interlocal agreements.

Countywide (SB)

**Background and Policy Issues:**

The College provides instructional training services to the County as an independent contractor for which a scope of services is prepared jointly by the County and the College for each Interlocal Agreement executed by the parties. Training related to these five (5) agreements included extrication, live-fire, ground ladder and multi-company drills.

**Attachments:**

- 1. Interlocal Agreement with Palm Beach State College – November-December 2011
- 2. Interlocal Agreement with Palm Beach State College – January-March 2012
- 3. Interlocal Agreement with Palm Beach State College – April-June 2012
- 4. Interlocal Agreement with Palm Beach State College – June-July 2012
- 5. Interlocal Agreement with Palm Beach State College – August-September 2012

Recommended By: [Signature] 8/15/12  
Deputy Chief Date

Approved By: [Signature] 8/14/2012  
Fire-Rescue Administrator Date  
(W)

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>250,500</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>250,500</u>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget?      Yes X No \_\_\_\_\_

Budget Account No.:      Fund 1300 Dept 440 Unit 4221 Object 3421

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

The County pays to the College the cost of training stated in the approved Scope of Services attached to each Interlocal Agreement with the College. The expenditure related to these four agreements are funded by the main fire/rescue MSTU, as follows:

<u>Training Dates</u>		<u>Cost of Training</u>
November 7 – December 21, 2011	EXTRICATION	\$50,000
January 30, 2012 – March 16, 2012	LIVE FIRE	\$72,500
April 23, 2012 – June 1, 2012	MULTI-CO DRILL	\$45,000
June 18, 2012 – July 31, 2012	MULTI-CO DRILL	\$36,000
August 15, 2012 – September 27, 2012	GROUND LADDERS	\$47,000

C. Departmental Fiscal Review: initially met

**III. REVIEW COMMENTS**

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

<p><u>[Signature]</u> OFMB 8/23/12</p>	<p><u>[Signature]</u> Contract Dev. and Control 8-31-12 BW hule</p>
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**B. Legal Sufficiency:**

[Signature] 9/4/12  
Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

**INTERLOCAL  
AGREEMENT FOR  
TRAINING PURPOSES**

THIS AGREEMENT is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 2011, by and between PALM BEACH STATE COLLEGE (hereinafter referred to as "COLLEGE") and PALM BEACH COUNTY (hereinafter referred to as "COUNTY") and mutually agree to the following:

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the COUNTY enters into an agreement for the provision of professional development training services provided by the COLLEGE; and

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

NOW, THEREFORE, the Parties agree as follows:

The COLLEGE shall:

1. Undertake the provision of training as an independent contractor. The COLLEGE shall work closely with the COUNTY in production of training under this Agreement. The COLLEGE shall exercise control over the means and manner in which it and its employees, trainers, agents, and subcontractors, perform the work, and in all respects the COLLEGE's relationship, and the relationship of its employees, trainers, agents, and subcontractors, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.
2. Comply with applicable regulatory and other requirements, including federal, state, and local laws, rules, regulations, orders, codes, criteria, and standards.
3. Maintain Workers' Compensation and General Liability in accordance with Section 768.28, Florida Statutes.
4. Deliver all services as stated in the Scope of Services (attached hereto and incorporated herein) at a cost for such services.
5. Provide fully-qualified and certified trainer(s). COLLEGE shall be responsible for all wages, salary, workers' compensation, and other applicable compensation to the trainers provided by the COLLEGE hereunder. COUNTY assumes no such

responsibility. Trainers shall comply with all applicable safety standards, laws, rules, and regulations.

6. Provide other services to be mutually agreed upon by the parties in writing when applicable.

The COUNTY shall:

1. Pay the COLLEGE the cost of training as stated in the Scope of Services and as otherwise provided for herein.
2. 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 thirty (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. This Agreement is subject to fiscal funding by the parties for each fiscal year as observed by the County from October to September.
2. To the extent permitted by law, all materials, data, and other information obtained by either Party not subject to Florida Sunshine Laws 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 shall be liable for its own acts and omissions, including those of its respective officers, employees, trainers and agents. To the extent permitted by Florida law, the parties agree to indemnify, defend, and hold harmless each other from and against all actions, claims, damages, or judgments arising out of the indemnifying party's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

Each party agrees that it will not require or request from the other party's on-duty employees or volunteers any type of release, indemnification or assumption of risk agreement, acknowledgment or other statement, relating to the training provided for hereunder. Each party agrees to be responsible for its own on-duty employees and volunteers who attend such training on-duty as part of his or her official duties with said party.

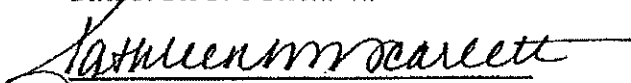
4. Provide appropriate training facilities and media equipment at either the COLLEGE or the COUNTY site as required in the Scope of Services.
5. They do not discriminate based on race, religion, national origin, ancestry, gender identity or expression, age, handicap, disability, sex, sexual orientation, color, marital status, or familial status.
6. This Agreement shall be construed in accordance with the laws of the State of Florida. Should any dispute arise from this Agreement, venue shall lie in Palm Beach County, Florida. Neither party shall assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement to any other entity without the prior written consent of the other party.
7. Term of agreement will be from November 7, 2011 through December 21, 2011 .
8. The COLLEGE will invoice the COUNTY upon completion of the Scope of Services. Invoices shall be itemized in sufficient detail for prepayment audit thereof. Invoices received from the COLLEGE pursuant to this Agreement will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Agreement. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
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10. The COLLEGE shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of services. The COUNTY shall have access to all books, records and documents as required in this section for the purpose of inspection or audit during normal business hours.

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11. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

Executed by the COUNTY this 31<sup>st</sup> day of October, 2011


PALM BEACH COUNTY, FLORIDA,  
FOR ITS BOARD OF COUNTY COMMISSIONERS  
BY KATHLEEN M. SCARLETT  
DIRECTOR OF PURCHASING

  
Kathleen M. Scarlett, Director

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

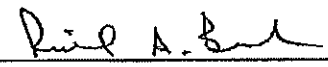
By:   
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Palm Beach County Fire-Rescue

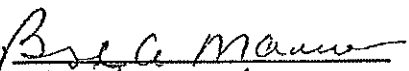
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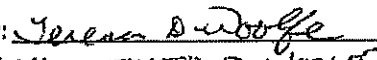
PALM BEACH STATE COLLEGE

By:  10/27/11  
Print Name: Richard A. Becker  
Title: VP Administration & Business Svcs.

WITNESS:

[CORPORATE SEAL]

By:   
Print Name: CHERYL A. MANUSO

By:   
Print Name: TERESSA D. WOOLFE

**PALM BEACH STATE  
COLLEGE**

Scope of Services

Business Name: Palm Beach County Fire Rescue  
Address: 405 Pike Road  
City/State/Zip: West Palm Beach, FL 33411  
Contact Name: Division Chief Thomas Tolbert  
Telephone Number: 561-616-6938  
Fax Number: 561-616-7088

Description of Training: Vehicle Extrication inservice training for Palm Beach County Fire Rescue personnel. Each class will be 4 hours in length, repeated two times per day (8 hours of instruction per day) for 36 days. Price includes the cost of instruction (4 instructors per day. All instructors will be paid for a maximum of 8 hours per day).

Date/Dates of Training: November 7-December 21, 2011. Classes will meet Monday through Saturday, excluding holidays (November 11, November 24 and November 25).

Location of Training: Palm Beach County Fire Rescue Training Facility, 405 Pike Road, West Palm Beach, FL.

Minimum/Maximum Participants: Estimate maximum of 18 participants per session based on instructor: student ratio requirements.

Cost of Training: \$50,000.

Cost of Textbook and Supplies: All course materials/supplies and consumable items will be provided by Palm Beach County Fire Rescue.

Miscellaneous Info: All potential instructors will be evaluated for credentials by Palm Beach State College. All selected instructors will attend an orientation at the College and will follow the SOG's of the College.

Palm Beach State College  
Contact: Kerry Weiss  
Telephone: 561-868-3833  
Fax: 561-868-3811

Palm Beach County, Florida,  
For Its Board of County Commissioners  
By Kathleen M. Scarlett  
Director of Purchasing

Palm Beach State College Signature

By: Kathleen M. Scarlett 10/31/11 By: Paul A. Bush 10/21/11  
Date Date

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

Sam Bush  
COUNTY ATTORNEY

Paul A. Bush

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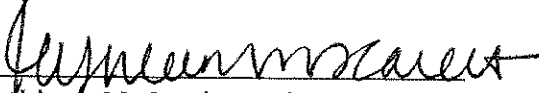
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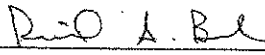
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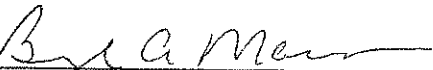
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PALM BEACH STATE COLLEGE

By:  11/5/12  
Print Name: Richard A. Becker  
Title: VP Administration & Business Svcs.

WITNESS:

By:   
Print Name: BERYL A. MANCUSO

By:   
Print Name: TERESA D. WOOLFE

[CORPORATE SEAL]

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COLLEGE**

Scope of Services

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**Description of Training:** Live Fire inservice training for Palm Beach County Fire Rescue personnel. Each class will be 4 hours in length, repeated two times per day (8 hours of instruction per day) for 30 days. Price includes the cost of instruction (7 instructors per day. All instructors will be paid for a maximum of 8 hours per day).

**Date/Dates of Training:** January 30-March 16, 2012. Classes will meet Monday through Friday excluding the following dates – February 6 through 9 and February 20, 2012.

**Location of Training:** Palm Beach County Fire Rescue Training Facility, 405 Pike Road, West Palm Beach, FL.

**Minimum/Maximum Participants:** Estimate maximum of 18 participants per session based on instructor: student ratio requirements.


**Cost of Training:** \$72,500

**Cost of Textbook and Supplies:** All course equipment, materials/supplies and consumable items will be provided by Palm Beach County Fire Rescue.


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For Its Board of County Commissioners  
By Kathleen M. Scarlett  
Director of Purchasing**

By:   
Date

**Palm Beach State College Signature**

By:  1/5/12  
Date

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By:   
COUNTY ATTORNEY

**APPROVED AS TO TERMS  
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By:   
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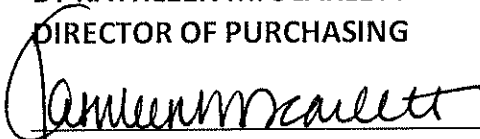
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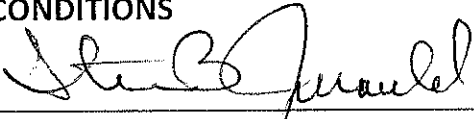
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FOR ITS BOARD OF COUNTY COMMISSIONERS  
BY KATHLEEN M. SCARLETT  
DIRECTOR OF PURCHASING

  
Kathleen M. Scarlett, Director

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

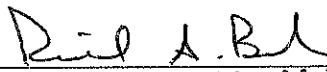
By:   
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Palm Beach County Fire-Rescue

Executed by the COLLEGE this \_\_\_\_\_ day of \_\_\_\_\_, 2012

PALM BEACH STATE COLLEGE

By:  4/12/12  
Print Name: Richard A. Becker  
Title: VP Administration & Business Svcs.

WITNESS:

[CORPORATE SEAL]

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_



**PALM BEACH STATE  
COLLEGE**

Scope of Services

Business Name: Palm Beach County Fire Rescue  
Address: 405 Pike Road  
City/State/Zip: West Palm Beach, FL 33411  
Contact Name: Division Chief Tom Tolbert  
Telephone Number: 561-616-6938  
Fax Number: 561-616-7088

**Description of Training:** Inservice training consisting of multi-company drills for Palm Beach County Fire Rescue personnel. There will be one 4 hour class per day for 30 days. Price includes the cost of instruction (8 instructors per day. All instructors will be paid for a maximum of 4 hours per day). Price also included Train the Trainer session for instructors who are scheduled to teach.

**Date/Dates of Training:** April 23-June 1, 2012. Classes will meet Monday through Friday.

**Location of Training:** Palm Beach County Fire Rescue Training Facility, 405 Pike Road, West Palm Beach, FL.

**Minimum/Maximum Participants:** Estimate maximum of 18 participants per session based on instructor: student ratio requirements.

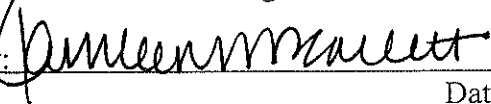
**Cost of Training:** \$45,000.

**Cost of Textbook and Supplies:** All course equipment, materials/supplies and consumable items will be provided by Palm Beach County Fire Rescue.


**Miscellaneous Info:** All potential instructors will be evaluated for credentials by Palm Beach State College. All selected instructors will attend an orientation at the College and will follow the SOG's of the College.

Palm Beach State College  
Contact: Kerry Weiss  
Telephone: 561-868-3833  
Fax: 561-868-3811


**Palm Beach County, Florida,  
For Its Board of County Commissioners  
By Kathleen M. Scarlett  
Director of Purchasing**

By:   
Date

**Palm Beach State College Signature**

By:  4/12/12  
Date

**Approved as to Terms and Conditions**

By:  4/16/12  
Palm Beach County Fire Rescue Date

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**



**INTERLOCAL  
AGREEMENT FOR  
TRAINING PURPOSES**

THIS AGREEMENT is made and entered into on the 13<sup>th</sup> day of June 2012, by and between PALM BEACH STATE COLLEGE (hereinafter referred to as "COLLEGE") and PALM BEACH COUNTY (hereinafter referred to as "COUNTY") and mutually agree to the following:

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the COUNTY enters into an agreement for the provision of professional development training services provided by the COLLEGE; and

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

NOW, THEREFORE, the Parties agree as follows:

The COLLEGE shall:

1. Undertake the provision of training as an independent contractor. The COLLEGE shall work closely with the COUNTY in production of training under this Agreement. The COLLEGE shall exercise control over the means and manner in which it and its employees, trainers, agents, and subcontractors, perform the work, and in all respects the COLLEGE's relationship, and the relationship of its employees, trainers, agents, and subcontractors, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.
2. Comply with applicable regulatory and other requirements, including federal, state, and local laws, rules, regulations, orders, codes, criteria, and standards.
3. Maintain Workers' Compensation and General Liability in accordance with Section 768.28, Florida Statutes.
4. Deliver all services as stated in the Scope of Services (attached hereto and incorporated herein) at a cost for such services.
5. Provide fully-qualified and certified trainer(s). COLLEGE shall be responsible for all wages, salary, workers' compensation, and other applicable compensation to the trainers provided by the COLLEGE hereunder. COUNTY assumes no such

responsibility. Trainers shall comply with all applicable safety standards, laws, rules, and regulations.

6. Provide other services to be mutually agreed upon by the parties in writing when applicable.

The COUNTY shall:

1. Pay the COLLEGE the cost of training as stated in the Scope of Services and as otherwise provided for herein.
2. 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 thirty (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. This Agreement is subject to fiscal funding by the parties for each fiscal year as observed by the County from October to September.
2. To the extent permitted by law, all materials, data, and other information obtained by either Party not subject to Florida Sunshine Laws 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 shall be liable for its own acts and omissions, including those of its respective officers, employees, trainers and agents. To the extent permitted by Florida law, the parties agree to indemnify, defend, and hold harmless each other from and against all actions, claims, damages, or judgments arising out of the indemnifying party's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

Each party agrees that it will not require or request from the other party's on-duty employees or volunteers any type of release, indemnification or assumption of risk agreement, acknowledgment or other statement, relating to the training provided for hereunder. Each party agrees to be responsible for its own on-duty employees and volunteers who attend such training on-duty as part of his or her official duties with said party.

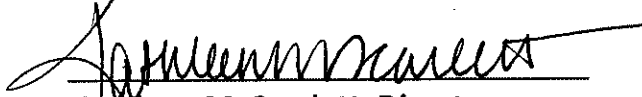
4. Provide appropriate training facilities and media equipment at either the COLLEGE or the COUNTY site as required in the Scope of Services.
5. They do not discriminate based on race, religion, national origin, ancestry, gender identity or expression, age, handicap, disability, sex, sexual orientation, color, marital status, or familial status.
6. This Agreement shall be construed in accordance with the laws of the State of Florida. Should any dispute arise from this Agreement, venue shall lie in Palm Beach County, Florida. Neither party shall assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement to any other entity without the prior written consent of the other party.
7. Term of agreement will be from June 18, 2012 through July 31, 2012.
8. The COLLEGE will invoice the COUNTY upon completion of the Scope of Services. Invoices shall be itemized in sufficient detail for prepayment audit thereof. Invoices received from the COLLEGE pursuant to this Agreement will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Agreement. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
9. Training shall be delivered as agreed upon in Scope of Services.
10. The COLLEGE shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of services. The COUNTY shall have access to all books, records and documents as required in this section for the purpose of inspection or audit during normal business hours.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. To the extent permitted by law, the Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records, to require the production of records, and to 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 interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
11. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

Executed by the COUNTY this \_\_\_\_\_ day of \_\_\_\_\_, 2012

**PALM BEACH COUNTY, FLORIDA,  
FOR ITS BOARD OF COUNTY COMMISSIONERS  
BY KATHLEEN M. SCARLETT  
DIRECTOR OF PURCHASING**

  
Kathleen M. Scarlett, Director

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

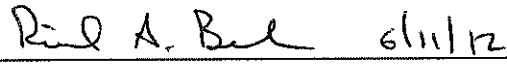
By:   
County Attorney

**APPROVED AS TO TERMS  
AND CONDITIONS**

By:   
Palm Beach County Fire-Rescue

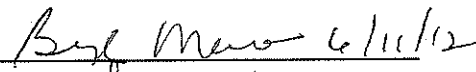
Executed by the COLLEGE this \_\_\_\_\_ day of \_\_\_\_\_, 2012

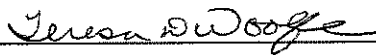
**PALM BEACH STATE COLLEGE**

By:   
Print Name: Richard A. Becker  
Title: VP Administration & Business Svcs.

WITNESS:

[CORPORATE SEAL]

By:   
Print Name: BERYL MANCUSO

By:   
Print Name: TERESA D. WOOLFE

**PALM BEACH STATE  
COLLEGE**

Scope of Services

Business Name: Palm Beach County Fire Rescue  
Address: 405 Pike Road  
City/State/Zip: West Palm Beach, FL 33411  
Contact Name: Division Chief Tom Tolbert  
Telephone Number: 561-616-6938  
Fax Number: 561-616-7088

**Description of Training:** Inservice training consisting of multi-company drills for Palm Beach County Fire Rescue personnel. There will be one 4 hour class per day for 30 days. Price includes the cost of instruction (6 instructors per day. All instructors will be paid for a maximum of 4 hours per day). Two of the six instructors each day will be currently State of Florida certified paramedics. Price also includes mandatory Train the Trainer session for instructors who are scheduled to teach.

**Date/Dates of Training:** June 18-July 31, 2012 (excluding July 4 and July 30). Classes will meet Monday through Friday from 7:00-11:00 PM.

**Location of Training:** Palm Beach County Fire Rescue Training Facility, 405 Pike Road, West Palm Beach, FL.

**Minimum/Maximum Participants:** Estimate maximum of 18 participants per session based on instructor: student ratio requirements.

**Cost of Training:** \$36,000.

**Cost of Textbook and Supplies:** All course equipment, materials/supplies and consumable items will be provided by Palm Beach County Fire Rescue.

**Miscellaneous Info:** All potential instructors will be evaluated for credentials by Palm Beach State College. All selected instructors will attend an orientation at the College and will follow the SOG's of the College.

Palm Beach State College  
Contact: Kerry Weiss  
Telephone: 561-868-3833  
Fax: 561-868-3811

**Palm Beach County, Florida,  
For Its Board of County Commissioners  
By Kathleen M. Scarlett  
Director of Purchasing**

**Palm Beach State College Signature**

By: Kathleen M. Scarlett Date: 6/13/12 By: Rene A. Bell Date: 6/11/12

**Approved as to Terms and Conditions**

By: [Signature] Date: 6-13-12  
Palm Beach County Fire Rescue

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

[Signature]

**INTERLOCAL  
AGREEMENT FOR  
TRAINING PURPOSES**

THIS AGREEMENT is made and entered into on the 3<sup>rd</sup> day of August 2012, by and between PALM BEACH STATE COLLEGE (hereinafter referred to as "COLLEGE") and PALM BEACH COUNTY (hereinafter referred to as "COUNTY") and mutually agree to the following:

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the COUNTY enters into an agreement for the provision of professional development training services provided by the COLLEGE; and

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

NOW, THEREFORE, the Parties agree as follows:

The COLLEGE shall:

1. Undertake the provision of training as an independent contractor. The COLLEGE shall work closely with the COUNTY in production of training under this Agreement. The COLLEGE shall exercise control over the means and manner in which it and its employees, trainers, agents, and subcontractors, perform the work, and in all respects the COLLEGE's relationship, and the relationship of its employees, trainers, agents, and subcontractors, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.
2. Comply with applicable regulatory and other requirements, including federal, state, and local laws, rules, regulations, orders, codes, criteria, and standards.
3. Maintain Workers' Compensation and General Liability in accordance with Section 768.28, Florida Statutes.
4. Deliver all services as stated in the Scope of Services (attached hereto and incorporated herein) at a cost for such services.
5. Provide fully-qualified and certified trainer(s). COLLEGE shall be responsible for all wages, salary, workers' compensation, and other applicable compensation to the trainers provided by the COLLEGE hereunder. COUNTY assumes no such

responsibility. Trainers shall comply with all applicable safety standards, laws, rules, and regulations.

6. Provide other services to be mutually agreed upon by the parties in writing when applicable.

The COUNTY shall:

1. Pay the COLLEGE the cost of training as stated in the Scope of Services and as otherwise provided for herein.
2. 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 thirty (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. This Agreement is subject to fiscal funding by the parties for each fiscal year as observed by the County from October to September.
2. To the extent permitted by law, all materials, data, and other information obtained by either Party not subject to Florida Sunshine Laws 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 shall be liable for its own acts and omissions, including those of its respective officers, employees, trainers and agents. To the extent permitted by Florida law, the parties agree to indemnify, defend, and hold harmless each other from and against all actions, claims, damages, or judgments arising out of the indemnifying party's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

Each party agrees that it will not require or request from the other party's on-duty employees or volunteers any type of release, indemnification or assumption of risk agreement, acknowledgment or other statement, relating to the training provided for hereunder. Each party agrees to be responsible for its own on-duty employees and volunteers who attend such training on-duty as part of his or her official duties with said party.



4. Provide appropriate training facilities and media equipment at either the COLLEGE or the COUNTY site as required in the Scope of Services.
5. They do not discriminate based on race, religion, national origin, ancestry, gender identity or expression, age, handicap, disability, sex, sexual orientation, color, marital status, or familial status.
6. This Agreement shall be construed in accordance with the laws of the State of Florida. Should any dispute arise from this Agreement, venue shall lie in Palm Beach County, Florida. Neither party shall assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement to any other entity without the prior written consent of the other party.
7. Term of agreement will be from August 15, 2012 through September 27, 2012.
8. The COLLEGE will invoice the COUNTY upon completion of the Scope of Services. Invoices shall be itemized in sufficient detail for prepayment audit thereof. Invoices received from the COLLEGE pursuant to this Agreement will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Agreement. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
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10. The COLLEGE shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of services. The COUNTY shall have access to all books, records and documents as required in this section for the purpose of inspection or audit during normal business hours.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. To the extent permitted by law, the Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records, to require the production of records, and to 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 interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

11. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

Executed by the COUNTY this 3 day of August, 2012

**PALM BEACH COUNTY, FLORIDA,  
FOR ITS BOARD OF COUNTY COMMISSIONERS  
BY KATHLEEN M. SCARLETT  
DIRECTOR OF PURCHASING**

*Kathleen M. Scarlett*  
Kathleen M. Scarlett, Director

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: *Erin Beun*  
County Attorney

**APPROVED AS TO TERMS  
AND CONDITIONS**

By: *[Signature]*  
Palm Beach County Fire-Rescue

Executed by the COLLEGE this \_\_\_\_\_ day of \_\_\_\_\_, 2012

**PALM BEACH STATE COLLEGE**

By: *Richard A. Becker* 7/26/12  
Print Name: Richard A. Becker  
Title: VP Administration & Business Svcs.

WITNESS:

[CORPORATE SEAL]

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**PALM BEACH STATE  
COLLEGE**

Scope of Services

Business Name: Palm Beach County Fire Rescue  
Address: 405 Pike Road  
City/State/Zip: West Palm Beach, FL 33411  
Contact Name: Division Chief Tom Tolbert  
Telephone Number: 561-616-6938  
Fax Number: 561-616-7088

**Description of Training:** Inservice training for Palm Beach County Fire Rescue personnel. Topic is Ground Ladders. There will be two 4 hour class per day for 30 days. Price includes the cost of instruction (4 instructors per day. All instructors will be paid for a maximum of 8 hours per day). Price also includes mandatory Train the Trainer session for instructors who are scheduled to teach.

**Date/Dates of Training:** August 15-September 27, 2012 (excluding September 3 and 11). Classes will meet Monday through Friday from 8:30 AM-12:30 PM and 1:30-5:30 PM.

**Location of Training:** Palm Beach County Fire Rescue Training Facility, 405 Pike Road, West Palm Beach, FL.

**Minimum/Maximum Participants:** Estimate maximum of 18 participants per session based on instructor: student ratio requirements.

**Cost of Training:** \$47,000.

**Cost of Textbook and Supplies:** All course equipment, materials/supplies and consumable items will be provided by Palm Beach County Fire Rescue.

**Miscellaneous Info:** All potential instructors will be evaluated for credentials by Palm Beach State College. All selected instructors will attend an orientation at the College and will follow the SOG's of the College.

Palm Beach State College  
Contact: Kerry Weiss  
Telephone: 561-868-3833  
Fax: 561-868-3811

**Palm Beach County, Florida,**  
**For Its Board of County Commissioners**  
**By Kathleen M. Scarlett**  
**Director of Purchasing**

**Palm Beach State College Signature**

By: Kathleen M. Scarlett 8/3/12  
Date

By: R. D. A. Bell 7/26/12  
Date

**Approved as to Terms and Conditions**

By: [Signature] 7/31/12  
Palm Beach County Fire Rescue Date

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

[Signature]  
COUNTY ATTORNEY