

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative) -0-	_____	_____	_____	_____	_____

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:

Although, there is no fiscal impact associated with the receipt and filing of this item with the Clerk's office, 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 this agreement is funded by the main fire/rescue MSTU, as follows:

<u>Training Dates</u>		<u>Cost of Training</u>
January 29-February 5, 2013	DRIVER CANDIDATE SCHOOL	\$8,445

C. Departmental Fiscal Review: *Michael Mandy*

III. REVIEW COMMENTS

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

J. P. White 2/25/13
 OFMB
 2/22 *phw* 2/22

Dr. J. Jacob 2/4/13
 Contract Dev. and Control
 3-4-13 B Wheel

B. Legal Sufficiency:

Shawn Burns 2/4/13
 Assistant County Attorney

C. Other Department Review:

 Department Director

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.

**INTERLOCAL
AGREEMENT FOR
TRAINING PURPOSES**

THIS AGREEMENT is made and entered into on the 23 day of Jan 2013, 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 January 29, 2013 through February 5, 2013.
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 Jan day of 23, 2013

**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: [Signature]
County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: [Signature]
Palm Beach County Fire-Rescue

Executed by the COLLEGE this 23 day of Jan, 2013

PALM BEACH STATE COLLEGE

By: Richard A. Becker 11313
Print Name: Richard A. Becker
Title: VP Administration & Business Svcs.

WITNESS:

[CORPORATE SEAL]

By: [Signature]
Print Name: Beryl Mancuso

By: [Signature]
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 Jim Gribble
Telephone Number: 561-616-6938
Fax Number: 561-616-7088

Description of Training: 48-hour Driver Candidate School training (practical component) for Palm Beach County Fire Rescue personnel. Price includes the cost of instruction (All instructors will be paid for a maximum of 8 hours per day). Number of instructors will be based on number of participants.

Date/Dates of Training: January 29, 30, 31, February 1, 4, and 5, 2013. Training will be from 8:00 AM-5:00 PM each day.

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

Minimum/Maximum Participants: Maximum of 20 participants.

Cost of Training: \$4225 for 0-10 participants. \$6335 for 11-15 participants. \$8445.00 for 16-20 participants.

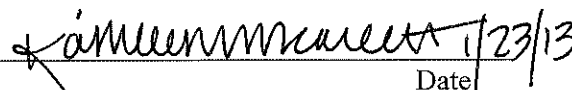
Cost of Textbook and Supplies: All course equipment, materials/supplies and consumable items will be provided by Palm Beach County Fire Rescue.

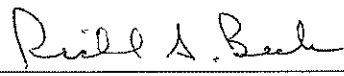
Miscellaneous Info: All potential instructors will be evaluated for credentials by Palm Beach State College. All selected instructors will attend an orientation at the College and will follow the SOG's of the College. All course participants will have successfully completed the didactic portion of the Driver Candidate School curriculum prior to participating in this hands-on training component.

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

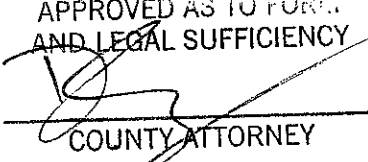
Palm Beach State College Signature

By:  1/23/13
Date

By:  1/31/13
Date

Approved as to Terms and Conditions

By:  1/22/13
Palm Beach County Fire Rescue Date

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

COUNTY ATTORNEY