



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Capital Expenditures					
Operating Costs	38,250				
External Revenues	(38,250)				
Program Income (County)					
In-Kind Match (County)					
<b>Net Fiscal Impact</b>	<b>-0-</b>				
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<b>-</b>				

Is Item Included In Current Budget? Yes X No     

Budget Account Exp No: Fund 1438 Department 662 Unit 7357 Object 3421  
 Rev No: Fund 1438 Department 662 Unit 7357 Source

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

Training will be provided by PBSC approximately 15 times per year at a cost of \$2,550 per course. While some funding is currently available in the UASI 2011 grant, payment for future courses is contingent on the availability of funding from the upcoming UASI and CERT grants.

Departmental Fiscal Review: Stephanie Seproka 12/16/13

**III. REVIEW COMMENTS**

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

[Signature] 12/20  
 OFMB  
 12/19

[Signature] 12/23/13  
 Contract Administration  
 12-23-13 bu

**B. Legal Sufficiency:**

\_\_\_\_\_  
 Assistant County Attorney

**C. Other Department Review:**

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

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

**AGREEMENT FOR C.E.R.T. TRAINING BETWEEN PALM BEACH COUNTY AND  
PALM BEACH STATE COLLEGE**

This Agreement ("agreement" or "contract") is made as of the 12<sup>th</sup> day of DECEMBER, 2013, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Palm Beach State College, an educational institution authorized to do business in the State of Florida, hereinafter referred to as the COLLEGE, whose Federal I.D. is 59-1216000.

In consideration of the mutual promises contained herein, the COUNTY and the COLLEGE agree as follows:

**ARTICLE 1 - SERVICES**

The COLLEGE'S responsibility under this Agreement is to provide Twenty-Four (24) Hours of basic Community Emergency Response Team (C.E.R.T.) training for Palm Beach County residents, as more specifically set forth in the Scope of Work detailed in Exhibit "A."

The COUNTY'S representative/liaison during the performance of this Contract shall be Rob Shelt, telephone no. (561) 712-6317.

The COLLEGE'S representative/liaison during the performance of this Contract shall be Elizabeth Carracher, telephone no. (561) 868-3777.

**ARTICLE 2 - SCHEDULE**

The COLLEGE shall commence services on October 1, 2013 and complete all services by September 30, 2014. The Agreement may be renewed for a maximum of two (2) one (1) year terms upon sixty (60) days written notice by either party to the other. The parties agree that regardless of the date this Agreement is executed, the College shall be paid in accordance with the dates the trainings are completed and invoiced as further referenced herein.

**ARTICLE 3 - PAYMENTS TO COLLEGE**

- A. The total amount to be paid by the COUNTY under this Agreement for all services and materials (as referenced in Exhibit "A") shall not exceed a total contract amount of Two Thousand Five Hundred and Fifty Dollars (\$2,550.00) per course. Each course is typically eight (8) three (3) hour classes for a total of twenty-four (24) hours of training. The COLLEGE will bill the COUNTY on a per course basis, or as otherwise provided, at the amounts set forth in Exhibit "A" for services rendered toward the completion of the Scope of Work.
- B. Invoices shall be submitted within fifteen (15) days of each completed course, along with the course sign-in sheet, course evaluations, and the C.E.R.T. Application. Invoices received from the COLLEGE pursuant to this contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. 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.

**ARTICLE 4 - TERMINATION**

This Agreement may be terminated by the COLLEGE, with or without cause, upon sixty (60) days' prior written notice to the COUNTY's. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, upon sixty (60) days' prior written notice to the COLLEGE. Unless the COLLEGE is in breach of this Contract, the COLLEGE shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination.

#### **ARTICLE 5 - PERSONNEL**

The COLLEGE represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract.

All of the services required herein under shall be performed by the COLLEGE or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. All college personnel selected to teach the courses must be approved as a "basic level C.E.R.T. Instructor."

#### **ARTICLE 6 - AVAILABILITY OF FUNDS**

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

#### **ARTICLE 7 - INSURANCE**

Without waiving the right to sovereign immunity as provided by s.768.28 F.S., the COLLEGE acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the Legislature.

The COLLEGE agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, the COLLEGE shall provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the COUNTY agrees to recognize as acceptable for the above mentioned coverages. Compliance with the foregoing requirements shall not relieve the COLLEGE of its liability and obligations under this Agreement

#### **ARTICLE 8 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or COLLEGE.

## **ARTICLE 9 - CONFLICT OF INTEREST**

The COLLEGE represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The COLLEGE further represents that no person having any such conflict of interest shall be employed for said performance of services.

The COLLEGE shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the COLLEGE'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the COLLEGE may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the COLLEGE. The COUNTY agrees to notify the COLLEGE of its opinion by certified mail within thirty (30) days of receipt of notification by the COLLEGE. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the COLLEGE, the COUNTY shall so state in the notification and the COLLEGE shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the COLLEGE under the terms of this Contract.

## **ARTICLE 10 - ACCESS AND AUDITS**

The COLLEGE shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the COLLEGE'S place of business.

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. 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.

## **ARTICLE 11 - NONDISCRIMINATION**

The COLLEGE 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.

## **ARTICLE 12 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The COLLEGE is, and shall be, in the performance of all work services and activities under this

Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the COLLEGE'S sole direction, supervision, and control. The COLLEGE shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the COLLEGE'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The COLLEGE does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

#### **ARTICLE 13 - AUTHORITY TO PRACTICE**

The COLLEGE hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

#### **ARTICLE 14 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 15 - PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the COLLEGE certifies that it, its affiliates, suppliers, subcontractors and COLLEGES who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

#### **ARTICLE 16 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the COLLEGE of the COUNTY'S notification of a contemplated change, the COLLEGE shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the COLLEGE'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the COLLEGE shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the COLLEGE shall not commence work on any such change until such written amendment is signed by the COLLEGE and approved and executed on behalf of Palm Beach County.

**ARTICLE 17 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Public Safety Department  
(Emergency Management)  
20 South Military Trail  
West Palm Beach, Florida 33415

With copy to:

Palm Beach County Attorney's Office  
301 North Olive Ave. – suite 601  
West Palm Beach, Florida 33401

If sent to the COLLEGE, notices shall be addressed to:

Palm Beach State College  
4200 Congress Avenue  
Lake Worth, Florida 33461

**ARTICLE 18 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the COLLEGE agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 16- Modifications of Work.

**ARTICLE 19 - REGULATIONS; LICENSING REQUIREMENTS**

The COLLEGE shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. COLLEGE is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

*(Remainder of page intentionally left blank)*

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and COLLEGE has hereunto set its hand the day and year above written.

**PALM BEACH COUNTY  
STATE COLLEGE**

By: Richard A. Becker 12/2/13  
Name: Richard A. Becker  
Title: VP Administration & Business Services

**PALM BEACH COUNTY BOARD  
OF COUNTY COMMISSIONERS**

By: Vincent Beavento  
Vincent Beavento  
Director of Public Safety Department

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: Candace E. Edalaty  
Assistant County Attorney

**APPROVED AS TO TERMS AND  
CONDITIONS**

By: Bill Johnson 12.4.13  
Bill Johnson,  
Director, Emergency Management Division



## **EXHIBIT "A"**

### **SCOPE OF WORK**

**Description of Training:** Palm Beach State College will provide Twenty-Four (24) Hours of Basic Community Emergency Response Team (C.E.R.T.) training for Palm Beach County residents. Contract 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. All college personnel selected to teach the courses must be approved as a "basic level C.E.R.T. Instructor." Contract price includes first aid supplies, use of fire extinguisher training simulator at Palm Beach State College Fire Academy and participant Certificate of Completion. Contract price also includes Student Accident Insurance coverage for up to 25 course participants per offering.

Upon completion of each training course (each course is typically eight (8) three (3) hour classes), the College shall submit to the County Representative within fifteen (15) days, the invoice, the sign-in sheet, course evaluations, and the C.E.R.T. Application.

**Date/Dates of Training:** Training dates are to be scheduled by mutual agreement between Palm Beach County Division of Emergency Management and Palm Beach State College, based on the County's training needs.

**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:** \$2,550.00/per class (includes Student Accident Insurance)

**Cost of Textbook and Supplies:** Textbooks and C.E.R.T. backpacks, vests and helmets to be provided by Palm Beach County Division of Emergency Management.