

AGENDA ITEM SUMMARY

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|--|--|
| <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> Regular |
| <input type="checkbox"/> Ordinance | <input type="checkbox"/> Public Hearing |

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) Approve** a standard Public Safety Training Application and Permit form for training events sponsored by the Palm Beach County Sheriff's Office (PBSO) and Palm Beach County Fire Rescue (Fire Rescue);
- B) Authorize** the County Administrator, or designee, to execute Public Safety Training Permits for use of County property and facilities; and
- C) Authorize** the County Administrator, or designee, to execute license agreements prepared by federal agencies for training activities involving County property and facilities.


Summary: Public safety agencies (including federal, state, and local agencies and the military) continually seek to use County-owned facilities or vacant property to conduct live safety training, which serves to improve the quality of their training and response capability. Based upon feedback from such agencies and to increase operational efficiencies of the approval process, Staff is presenting a revised standard form Public Safety Training Application and Permit for approval. This short form Application and Permit will only be used when: 1) PBSO or Fire Rescue is the lead applicant taking overall responsibility for the training exercise, 2) sworn, on duty personnel are the only participants, and 3) other public safety agencies participating in the training have pre-existing training agreements with either PBSO or Fire Rescue. This short-form Application and Permit establishes the standard terms and conditions under which PBSO or Fire Rescue (Applicant) may use County-owned facilities and/or vacant property for public safety training exercises. Based on the type of training and the location requested, special use conditions or modifications to the standard terms will be attached to the Permit. The standard Public Safety License Agreement previously approved by the Board on August 16, 2005 will be used for all other training requests where PBSO or Fire Rescue is not the lead Applicant. Since the determination of the special conditions are within the Director's authority, the requested delegated authority is solely to execute the short-form Public Safety Training Permit on behalf of the County. Staff also seeks delegated authority for the County Administrator or Designee to sign standard form license agreements prepared by federal agencies for federal agencies to use of County property/facilities for training purposes. Often federal agencies (such as the ATF, FBI, DoD) request use of County property/facilities for training, but on some occasions a federal agency requires use of its own standard form license agreement rather than the County's standard form and therefore, delegated authority to sign license agreements prepared by federal agencies is requested after the County Attorney's Office has reviewed and approved the federal form for legal sufficiency. **(FDO) Countywide (LDC)**

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Attachments:

Public Safety Training Application and Permit

Recommended By: Angela Wolf 7/19/18
mg Department Director Date

Approved By:  8/2/19
 fgl County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2018 | 2019 | 2020 | 2021 | 2022 | |
|---|----------|---------|-------|-------|-------|-------|
| Capital Expenditures | _____ | _____ | _____ | _____ | _____ | |
| Operating Costs | _____ | _____ | _____ | _____ | _____ | |
| External Revenues | _____ | _____ | _____ | _____ | _____ | |
| Program Income (County) | _____ | _____ | _____ | _____ | _____ | |
| In-Kind Match (County) | _____ | _____ | _____ | _____ | _____ | |
| NET FISCAL IMPACT | <u>0</u> | _____ | _____ | _____ | _____ | |
| # ADDITIONAL FTE POSITIONS (Cumulative) | _____ | _____ | _____ | _____ | _____ | |
| Is Item Included in Current Budget: | Yes | _____ | No | _____ | | |
| Does this item include the use of federal funds: | Yes | _____ | No | _____ | | |
| Budget Account No: | Fund | _____ | Dept | _____ | Unit | _____ |
| | | Program | _____ | | | |


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

There is no fiscal impact associated with this item.

C. Departmental Fiscal Review: _____

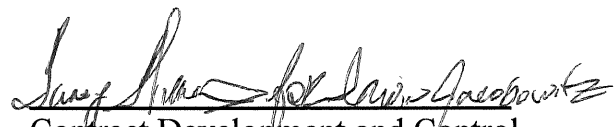
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:


OFMB

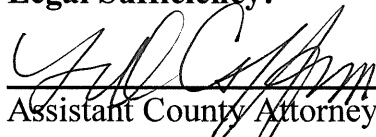
7/20/18

AK 7/20


Contract Development and Control

7/20/18

B. Legal Sufficiency:


Assistant County Attorney

7/31/18

C. Other Department Review:

Department Director

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

Page 3 - Background and Justification

On August 16, 2005, the Board first approved a standard Public Safety Training License Agreement for County property use by public safety agencies and it delegated signature authority for execution of the License Agreement to the County Administrator or her designee. On March 9, 2010, the Board approved revisions to the standard Public Safety Training License Agreement and it was acknowledged that the Director of Facilities Development & Operations had the delegated authority to execute Public Safety Training License Agreements for use of County property/facilities on behalf of the County. Based upon requests from local public safety agencies and to increase operational efficiencies, Staff seeks approval of a short-form Public Safety Training Application and Permit and delegated authority for the Director of Facilities Development and Operations to sign the short-form permit. Staff also seeks delegated authority for the Director of Facilities, Development and Operations to sign standard license agreements prepared by federal agencies for use of County property/facilities.

**PERMIT APPLICATION FOR USE OF PALM BEACH COUNTY
PROPERTY BY PUBLIC SAFETY AGENCY FOR TRAINING EXERCISES**

This short-form Permit Application may only be used when: 1) PBSO or PBC Fire Rescue is the lead applicant taking overall responsibility for the training exercise, 2) sworn, on duty personnel are the only participants, and 3) if other public safety agencies are participating in the training, then such agencies must have existing training agreements with either PBSO or Fire Rescue.

NAME OF APPLICANT: _____

ORGANIZATION: _____

PHONE NUMBER OF CONTACT PERSON: _____

ADDRESS: _____

TYPE OF ORGANIZATION/ACTIVITY: (Please Check One)

PBC Fire Rescue

PBSO

COUNTY PROPERTY/ BUILDING REQUESTED (Include name of building and street address):

DATE(S) OF USE: _____

TIME(S) OF USE: _____

NATURE AND PURPOSE OF USE (Explain in detail the training that will take place and specifically identify any secured spaces where training will take place (i.e. Judge’s Chambers, Clerk’s office, etc.) Also detail any training which is destructive to the building/property either physically or cosmetically):

OTHER PARTICIPANTS (specifically list any other agencies that will be involved in the training exercise):

**PUBLIC SAFETY TRAINING PERMIT
GENERAL CONDITIONS**

1. **Purpose.** The purpose of this Permit is to improve the quality of the training and response by public safety agencies (User) by providing access to County sites and buildings to conduct live training.
2. **User.** User is either PBSO or PBC Fire Rescue, and User agrees to take overall responsibility for the training exercise. User agrees to ensure that only sworn, on duty personnel participate in the training exercise. User agrees that if other public safety agencies are participating in the training exercise, then User will ensure that such agencies have existing training agreements with either PBSO or Fire Rescue.
3. **Location(s).** User accepts the training Locations (identified on the Application) in "as is" condition and accepts that the Location(s) may contain visible and/or hidden unknown hazards and hazardous materials. County makes no representations that the Location(s) is suitable for User's use and User accepts all risk relating to use of the Location(s). User shall secure the Location(s) when not being used, and prohibit unauthorized persons from entering the Location(s), for the duration of the Permit. User shall be responsible for all User equipment and items brought to the Location by User and the training participants. County is not responsible for items left by the User or training participants.
4. **Term.** The Permit term shall be for the time listed in the Application. County can revoke the Permit at any time, for any reason. Upon notice of revocation, or upon expiration of the Permit term, User shall surrender the training Location(s) and restore the training Location(s) to the same condition as before User's use. User shall be responsible to County for all repairs or cleaning required, but not accomplished by User.
5. **Use.** User shall abide by all conditions of use (including any special conditions attached hereto). User shall only use the Location(s) for conducting public safety training. No other use is permitted.
6. **Governmental Regulation.** User shall obtain any required governmental approvals or permits at User's expense and comply with all county, state and federal laws, regulations, and ordinances.
7. **Indemnification.**
User is a Florida Government Entity: The County and the User shall each be liable for its own actions and negligence; and, to the extent permitted by law, User shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the User's acts, errors or omissions in connection with the use of the Location(s). In the event the County shall be made a party to any litigation commenced against User or by User against any third party, then User shall protect and hold the County harmless in connection with such litigation and any appeals thereof. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's own negligent, willful or intentional acts or omissions. This Section shall survive the expiration or termination of this Agreement.
8. **Insurance.**
User is a Florida Government Entity: User acknowledges without waiving the right to sovereign immunity as provided by Florida Statutes 768.28, that User is 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. User's self-insurance shall be primary with respect to any coverage maintained by the County.

TO BE PROVIDED BY FACILITIES DEVELOPMENT & OPERATIONS (after evaluation of application):

Special Use Conditions:

See Attached Exhibit “A”

By signing below, I certify that I have the authority to represent and obligate the User listed above and shall comply with all the terms and conditions of this Application.

Signature of PBSO Training Captain or FR Training Chief

Date

Print Name and Title of
Authorized Representative

APPROVED:

Director, Facilities Development & Operations

Date

EXHIBIT A
SPECIAL CONDITIONS

All Locations:

1. Prior to the exercise, the User will provide the County with a list of all agencies participating in exercise and confirm that every agency on the list has executed a training facility agreement with the User.
2. The User will ensure that only sworn, on duty personnel participate in the training.
3. The User will be solely responsible for all notifications to media, cities, and dispatch centers regarding details of the exercise.
4. The User will ensure that all Locations are clean and are left in the same condition as found including the emptying of all garbage and trash cans into active dumpsters/compactors. Exercise controllers and evaluators will be responsible for ensuring that all Locations are cleaned and all training debris removed from the premises at the end of the exercise.

Site Specific: