

TRAINING AGREEMENT

This AGREEMENT made and entered into on the ____ day of _____, 2024, between the DISTRICT BOARD OF TRUSTEES OF PALM BEACH STATE COLLEGE, hereinafter referred to as the “COLLEGE” and the CITY OF DELRAY BEACH, hereinafter referred to as the “CITY” enter into this Training Agreement (“Agreement”), effective on the date this Agreement is executed by both parties below and mutually agree to as follows:

The CITY hereby engages the COLLEGE for professional development training services provided by the COLLEGE and the CITY agrees to the terms and conditions set forth in the Scope of Services, which is attached hereto and incorporated herein, and the terms and conditions set forth in this Agreement:

The COLLEGE shall:

1. Undertake the provision of training as an independent contractor and shall be wholly responsible for the methods of training. The CITY shall have no right to supervise the methods used, but the CITY shall have the right to observe such training. The COLLEGE shall work closely with the CITY 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 insurance in accordance with Florida Statute 768.28 throughout the duration of the training.
4. Deliver all services as stated in attached Scope of Services.
5. Provide a fully qualified and certified trainer.

The CITY shall:

1. Submit necessary paperwork to be an approved COLLEGE customer.
2. Pay the COLLEGE as stated in Scope of Services upon invoicing by the COLLEGE.
3. Provide participant enrollment, notification, and registration when applicable.
4. Provide appropriate training facilities and media equipment at either the COLLEGE or the CITY site as required in Scope of Services.
5. Not resell or permit or participate or in the resale of any course materials provided by the COLLEGE.
6. Not record any training sessions without the express written consent of the COLLEGE.
7. Provide the COLLEGE with a copy of its current Certificate of Insurance listing Palm Beach State College and Palm Beach State College District Board of Trustee’s as additional insured. The COLLEGE should be listed as follows:

Palm Beach State College and Palm Beach State College District Board of Trustees
4200 Congress Avenue
Lake Worth, Florida 33461

Term, Cancellation, and Breach:

The period for this Agreement is one (1) year from the execution of this Agreement or completion of the training, whichever occurs sooner. Either party reserves the right to cancel this Agreement without obligation upon thirty (30) day written notice prior to the date of the performance. Any failure of either party to perform maybe excused for proven sickness or injury, civil tumult, or riot, acts of God, government action, pandemic/epidemic or other conditions beyond the control of the COLLEGE or the BUSINESS. Any cancelled training may be rescheduled upon mutual written consent of the parties. **However, if the CITY cancels this agreement within thirty (30) days of the scheduled training, the COLLEGE will be reimbursed for documented nonrefundable monies expended by the COLLEGE in preparation for the training. The COLLEGE reserves the right to pursue all legal remedies to recover damages suffered as a result of the CITY’s actions, inaction, or breach.**

Public Record Requirements:

Pursuant to Section 119.0701, Florida Statutes, the CITY is required to comply with the public records laws of the State of Florida by (1) keeping and maintaining applicable public records required by the, COLLEGE to perform under this agreement; (2) upon request from the COLLEGE, provide the COLLEGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CITY does not transfer the records to the public agency; and (4) upon completion of the contract, transfer, at no cost, to COLLEGE all public records in possession of the CITY or keep and maintain public records required by the public agency to perform the service. If the CITY transfers all public records to the COLLEGE upon completion of the contract, CITY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CITY keeps and maintains public records upon completion of the contract, the CITY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COLLEGE, upon request from the COLLEGE, in a format that is compatible with the information technology systems of the College. If the CITY fails to provide the public records to the COLLEGE within a reasonable time, the CITY may be subject to penalties under s. 119.10.

IF CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COLLEGE'S OFFICE OF THE GENERAL COUNSEL AT 561-868-3139, denisg@palmbeachstate.edu, 4200 S. Congress Avenue, MS # 21, Lake Worth, Florida 33461.

Inspector General:

The COLLEGE is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and may demand and obtain records and testimony from the COLLEGE and its subcontractors and lower tier subcontractors. The COLLEGE understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the COLLEGE or its subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the CITY to be a material breach of this Agreement justifying its termination. However, if the CITY claims a material breach under this clause, the City will be financially responsible for any services rendered prior to the material breach.

Compliance with Applicable Policies and Laws:

Both parties warrant and represent that it will comply with all COLLEGE policies and procedures, as well as Federal, state, and local laws applicable to performance of the training under this Agreement.

Indemnification by CITY:

To the extent permitted by law, CITY shall release, defend, indemnify, and hold harmless COLLEGE and its trustees, officers, agents, and employees from all suits, actions, or claims of any character, name, or description including reasonable attorney fees, brought on account of any injuries or damage, or loss (real or alleged) received or sustained by any person, persons, or property, arising out of services provided under this Agreement or the CITY's failure to perform or comply with any requirements of this Agreement including, but not limited to any claims for personal injury, property damage, or infringement of copyright, patent, or other proprietary right. If the CITY is a public entity, pursuant to applicable Florida Statute, then neither party shall be liable nor shall either party be required to indemnify due to the negligence of the other party. Nothing in this provision shall constitute consent by the CITY to be sued or as a waiver of sovereign immunity beyond the limits set forth at Section 768.28, Florida Statutes.

Governing laws; venue:

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Fifteenth Judicial Circuit in Palm Beach County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

Notices:

Any notice or communication under this Agreement shall be in writing and may be given by registered or certified mail. If given by registered or certified mail, the notice or communication shall be deemed to have been given and received when deposited in the United States Mail, properly addressed, with postage prepaid. If given other than by registered or certified mail, the notice or communication shall be deemed to have been given when delivered to and received by the party to whom it is addressed. The notices and communication shall be given to the parties at the following addresses:

City of Delray Beach:

City Manager
City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Moore@mydelraybeach.com

Captain Anthony Parlamento
The City of Delray Beach Fire Rescue
501 W Atlantic Avenue
Delray Beach, FL 33444
parlamento@mydelraybeach.com

Palm Beach State College:

Deborah Gordon-Noncent
Director of Corporate and Continuing Education
4200 Congress Avenue, MS #60
Lake Worth, FL 33461
gordond@palmbeachstate.edu

Albert Colom
Business and Education Development Partner
4200 Congress Avenue, MS #60
Lake Worth, FL 33461
coloma@palmbeachstate.edu

General Provisions:

1. Nothing in this Agreement shall be construed as an indemnification of the Consultant by College, or as a waiver of sovereign immunity beyond that provided in § 768.28, Fla. Stat. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees, and agents.
2. This Agreement may not be assigned or modified by either party except as agreed to in writing and signed by the parties. If agreed to in writing and executed by the parties, this Agreement shall be binding upon the parties' successors and assigns.
3. This Agreement is governed by the laws of the state of Florida. Venue for all actions or proceedings arising in connection with the Agreement shall be tried and litigated exclusively in state or federal courts in Palm Beach County.

4. Neither party shall discriminate based on race, religion, national origin, gender, family status, sexual orientation, age, disability, or any other protected class.
5. Any and all other equipment, learning materials or personnel not contemplated in the Scope of Services necessary for the training shall be provided by and at the expense of the CITY.

[The remainder of this agreement has been intentionally left blank.]

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

ATTEST:

CITY OF DELRAY BEACH

Katerri Johnson, City Clerk

By: _____
Thomas F. Carney, Jr., Mayor

Approved as to form and
legal sufficiency:

Lynn Gelin, City Attorney

PALM BEACH STATE COLLEGE

By: _____
Jennifer Alvarez, Procurement Manager

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2024, by _____ (name of person), as _____ (type of authority) for _____.

Personally known ___ OR Produced Identification
Type of Identification Produced _____

Notary Public – State of _____

Scope of Services

Description of Training:

Palm Beach State College (“PBSC”) Corporate and Continuing Education department shall partner with the City of Delray Beach Fire Rescue to deliver emergency childbirth training. The anticipated start date is April 22, 2024.

Terms and Conditions

The City of Delray Beach Fire Rescue will:

- Provide computers and/or appropriate facilities with appropriate media equipment to deliver course instruction/training.
- Provide a list of participants for each cohort a week prior to training.
- Provide a participant completion list for certificate printing as needed.

PBSC will:

- Provide the following course as needed; for a maximum of up to six (6) participants/per cohort:
 - Emergency childbirth training (3 hours)
 - Eighteen (18) cohorts
- Handle all administrative and logistical tasks.
- Provide highly credentialed faculty to deliver course content.
- Engage in open dialogue pertaining to course content/updates with the City of Delray Beach Fire Rescue designated contact(s) and make revisions when necessary.
- Provide students instructional materials; if applicable.
- Invoice the City of Delray Beach Fire Rescue at the end of the training. Payment terms: Net 30 days.
- Provide certificates of completion as needed.

Both parties:

- Mutually agree upon training location at the City of Delray Beach Fire Rescue, 501 West Atlantic Delray Beach, Florida 33444.
- Agree on a schedule for training sessions.
- Agree that this agreement may be terminated by either party with a 30-day written notice delivered to the address in said Scope of Services.
- Mutually agree to provide eighteen (18) cohorts with a maximum of up to six (6) participants/per cohort.
- Mutually agree facilitation of training(s) is pending instructor(s) availability.

Cost of Training:

- ¹The City of Delray Beach Fire Rescue will pay Palm Beach State College \$450.00 for a maximum of up to six (6) participants/per cohort as needed:
 - Eighteen (18) cohorts for a total cost of \$8,100.00

Modifications of provisions of the agreement shall be valid when they have been reduced to writing and duly signed by all authorized parties.

¹ Cost of training(s) includes instructional materials.