

MEMORANDUM OF UNDERSTANDING
Between City of Riviera Beach Fire Rescue and Palm Beach State College

Purpose/Intent:

Palm Beach State College's Lake Worth Campus hereinafter referred to as the "COLLEGE" and City of Riviera Beach Fire Rescue referred to as "RBFR" will collaboratively provide training opportunities for RBFR employees at the COLLEGE location.

The COLLEGE agrees to:

- Provide the training setting for the RBFR employees assigned as identified by the Fire Rescue Division Chief.
- Provide specialized training and/or administration of exams that can be offered as needed and selected by RBFR throughout the three (3) year agreement.
- Provide qualified instructors to be onsite for all sessions
- Provide fire safety orientation for all employees and observers
- Comply with applicable regulatory and other applicable requirements including federal, state, and local laws, rules, regulations, orders, codes, criteria and standards.
- Invoice RBFR within 30 days upon completion of each training session
- Maintain Worker's Compensation and general liability in accordance with Florida Statute 768.28 throughout the duration of the training.
- **Deliver all services as stated in attached Scope of Services and/or Department Quote.**

The City of Riviera Beach Fire Rescue agrees to:

- When requesting course delivery, RBFR will notify PBSFA 30 days prior to the desired start of the course
- Provide names of participants to COLLEGE contact.
- Adhere to COLLEGE policies/procedures on fire safety use during all training sessions.
- Adhere to COLLEGE policies/procedures in conjunction with CDC guidelines regarding COVID-19. RBFR will provide each of their participants complete PPE to engage in any desired course.
- Provide a PO with the associated cost for each training which will serve as approval for the training.
- Pay the COLLEGE as stated in Scope of Services and/or Department Quote upon invoicing by COLLEGE.
- Provide participant enrollment information when applicable.
- Adhere to the schedule as prepared by the COLLEGE with 2 days notice on cancellations.
- Provide the COLLEGE with proof of General Liability insurance naming Palm Beach State College as additionally insured via a certificate of insurance, provide proof of professional liability insurance for each of its employees via a certificate of insurance, and provide proof of Worker's Compensation and Employer liability coverage via a certificate of insurance for faculty accompanying each group of RBFR employees.
- The RBFR trainees are employees of RBFR. As such they will be covered by the City of Riviera Beach Fire Rescue Worker's Compensation while at the COLLEGE participating in any training sessions.

- RBFR is responsible for any loss or damages to their equipment and instruments and purchasing insurance if applicable.

Both parties agree that:

- Either party reserves the right to cancel this Agreement without obligation upon written notice 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.
- All materials, data, personnel information 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.
- To the extent permitted by Florida Law, to indemnify, defend and hold harmless each other from and against all claims, damages, losses, judgments, and expenses, including all reasonable legal fees and costs, if it is necessary for either party to defend an action arising out of any alleged acts or omissions of either party, its agents, servants or employees.
- To provide appropriate training facilities and equipment as required in Scope of Services.
- This Agreement shall be governed by the laws of the State of Florida.
- Affirm they do not discriminate based on race, religion, national origin, gender, age or handicap.
- This agreement shall continue for three (3) years from the date hereof unless sooner terminated as hereinafter provided and may be renewed at the end of three (3) years by the mutual consent of the parties hereto. In the event that either party desires to terminate the arrangement prior to the three (3) year period, 30-day notice is to be given by the party desiring to terminate to the other party in writing, but such termination shall not be effective until such time as all then enrolled students have had an opportunity to complete their prescribed program, although new enrollees shall not be accepted after receipt of notice of termination.
- Modifications of provisions of the agreement shall be valid when they have been reduced to writing and duly signed by all authorized parties.

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

Palm Beach State College

City of Riviera Beach Fire Rescue

By: 

By: _____

Name: Mr. James Duffie

Name: _____

Title: VP Finance and Administration

Title: _____

Date: October 6, 2020

Date: _____