

Office of the President
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BROWARD COLLEGE

Define yourself.

To: Members of the Board of Trustees

From: J. David Armstrong Jr., President

Date: June 23, 2009

Place: Regular Meeting of the Board of Trustees
Broward College
Boardroom 1208, Building 33, Willis Holcombe Center
111 East Las Olas Boulevard
Fort Lauderdale, FL

Subject: Agenda Item VII- F - Agreement with URS

Brief Description: As a result of a federal grant award to the College to fund the development of college wide emergency operation plans, the College intends to contract with URS to provide a hazard vulnerability assessment. In order to seek proposals from qualified respondents, the College released Request for Letters of Interest (RLI) 409-005. URS was one of six respondents and deemed to be the best value for the College by the committee evaluating responses.

Benefit to Broward College: Assessment will allow College to develop plans to address vulnerabilities, mitigate hazards and prepare responses and recovery plans to hazardous events.

Relationship to College Master Plan: Helps create a safe educational environment.

RECOMMEND APPROVAL

Board Agenda Approved: _____
Date: _____

Agenda Item VII-F
Enclosure _____

**BOARD OF TRUSTEES
AGENDA TRANSMITTAL SHEET**

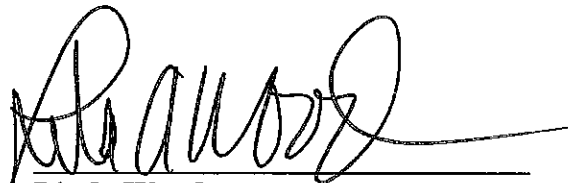
To: J. David Armstrong, Jr., President
From: Lois Bolton, Central Campus Provost
Subj: Security/Emergency Management Specialist

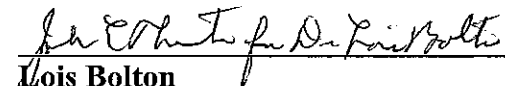
Date: June 9, 2009

Issue: Request approval of agreement with URS to perform hazard vulnerability assessment services

Background/Analysis: Broward College was awarded a Federal grant from the U.S. Department of Education to fund the development of College-wide and campus-based emergency operation plans as well as violence prevention/campus safety plans. The grant requires that a hazard vulnerability assessment of Broward College be conducted. The purpose of the hazard vulnerability assessment is to provide the basis for developing plans to mitigate the hazards the College faces, address the College's vulnerabilities, and to prepare for response to and recovery from hazardous events. Contracting with a Security/Emergency Management Specialist to conduct the hazard vulnerability assessment will satisfy this requirement.

Fiscal Impact: The fees for the project (\$49,725.00) are funded through the U.S. Department of Education EMHE Grant. Award number Q184T080200.


Linda Wood
Dean, Institute of Public Safety


Lois Bolton
Central Campus Provost

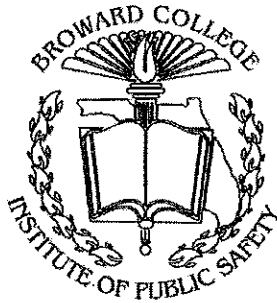
Staff Position: Recommend Approval

THIS RECOMMENDED ACTION MEETS THE FOLLOWING ELEMENT(S) OF THE COLLEGE'S MISSION STATEMENT:

- | | |
|---|---|
| <input type="checkbox"/> Providing high quality educational programs | <input checked="" type="checkbox"/> Providing high quality services |
| <input type="checkbox"/> Providing for affordability to a diverse community of learners | <input type="checkbox"/> Providing for accessibility to a diverse community of learners |
| <input type="checkbox"/> Commitment to student achievement | <input type="checkbox"/> Commitment to lifelong learning |
| <input type="checkbox"/> Commitment to academic excellence | <input checked="" type="checkbox"/> Providing use of current technology |

BRIEFLY DESCRIBE HOW THIS RECOMMENDATION ACHIEVES THE ABOVE ELEMENT(S) IN THE COLLEGE'S MISSION STATEMENT:

Minority Firm: Yes ___ No ___ N/A ___ Broward Firm: Yes ___ No ___ N/A ___



RECEIVED
JUN 9 2009
PRESIDENT'S OFFICE

TO: Alex Denis
AVP, Procurement Services

FROM: Rich Nicorvo
Project Manager, EMHE Grant

RE: Security/Emergency Management Specialist

Date: June 9, 2009

A committee of Dean Linda Wood, Associate Dean Ken Shives, Project Manager Rich Nicorvo and Administrative Coordinator Jennifer Vilchez met and reviewed all of the responses of the RLI # 409-005 Security/Emergency Management Specialist from the following firms:

Calvin, Giordano and Associates

BDR

SRA International

Early Alert

URS

Tectonic

IEM

After careful review of the candidates, the committee selected URS as our first choice. URS stood out among the other candidates because of their previous experience with higher learning institutions, the expertise of the key personnel that will be directly involved with Broward College, the inclusion of a maintenance plan over a 5 year cycle, the company taking responsibility to walk the plan they develop through FEMA, and the glowing recommendations from previous clients.

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RECEIVED

JUN 9 - 2009

PRESIDENT'S OFFICE

TERMS AND CONDITIONS OF AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN BROWARD COLLEGE AND URS CORPORATION SOUTHERN (HEREINAFTER
KNOWN AS "SERVICE PROVIDER").

1. Indemnification.

A. By COLLEGE: COLLEGE agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By SERVICE PROVIDER: SERVICE PROVIDER agrees to indemnify, hold harmless and defend COLLEGE, its agents, servants and employees from any and all claims, judgments costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery cost, court costs and all other sums which COLLEGE, its agents, servants and employees must pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon (collectively referred to as "Claim"), arising or alleged to have arisen solely out of the gross negligence or willful misconduct of SERVICE PROVIDER and/or its agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including COLLEGE's property, and injury or death of any person whether employed by SERVICE PROVIDER, COLLEGE or otherwise, provided that: i) COLLEGE promptly notifies SERVICE PROVIDER within ten (10) days of COLLEGE's first knowledge of such Claim, (ii) COLLEGE agrees to allow SERVICE PROVIDER to fully control any litigation and settlement of such Claim, (iii) COLLEGE shall not knowingly or negligently do or omit to do anything in relation to such Claim which could increase such Claim; (iv) COLLEGE shall at the request of SERVICE PROVIDER afford to SERVICE PROVIDER all reasonable assistance for the purpose of investigating and/or contesting such Claim, and (v) COLLEGE shall not make any admissions which may be prejudicial to the defense or settlement of such Claim.

2. Patent or Copyright Infringement - Indemnity. SERVICE PROVIDER shall hold harmless and defend COLLEGE against any and all suits based on any claim that the use by COLLEGE of the deliverables provided under this Agreement by SERVICE PROVIDER infringes on any United States patent right or copyright, provided SERVICE PROVIDER is promptly notified in writing of any such suit or claim against COLLEGE, and further provided that COLLEGE permits SERVICE PROVIDER to defend, compromise or settle the same, and gives SERVICE PROVIDER all available information, reasonable assistance, and authority to enable SERVICE PROVIDER to do so. This indemnity shall not apply to any infringement arising out of: (i) the alteration or modification of the deliverables by COLLEGE; (ii) any use of the deliverables which is not authorized herein; or (iii) use of the deliverables with any computer hardware or software not supplied or approved by SERVICE PROVIDER. This provision sets forth SERVICE PROVIDER's sole obligation and liability and COLLEGE's exclusive remedy for any proprietary rights infringement by the deliverables.

3. Payments. COLLEGE shall make all payments as set forth in Exhibit A. Any reimbursement for travel or related expenses shall be in accordance with the limits established in Florida law.

4. No Waiver of Sovereign Immunity. Nothing contained in this Agreement, including but not limited to the Indemnification section of Article 2, is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

5. **No Third Party Beneficiaries.** The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

6. **Non-Discrimination.** The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

7. **Termination.** This Agreement may be canceled by COLLEGE during the term thereof upon thirty (30) days written notice to the Vendor of COLLEGE'S desire to terminate this Agreement. Only those portions of the scope of work that have been completed and accepted will be eligible for payment.

8. **Records.** Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and award of attorney's fees for non-compliance with that law.

9. **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

10. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

11. **Preparation of Agreement.** The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

12. **Waiver.** The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such

provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of a subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

13. **Compliance with Laws.** Each Party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

14. **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the Seventeenth Judicial Circuit Court of Broward County, Florida.

15. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of both Parties hereto and their respective successors and assigns.

16. **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from COLLEGE.

17. **Force Majeure.** Neither Party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either Party be deemed Force Majeure.

18. **Place of Performance.** All obligation of COLLEGE under terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

19. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

20. **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

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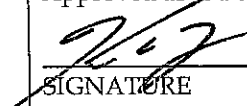
JUN 23 2009

ENCLOSURE _____

21. **Excess Funds.** Any party receiving funds paid by COLLEGE under this Agreement agrees to promptly notify COLLEGE of any funds erroneously received from COLLEGE upon discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to COLLEGE with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by COLLEGE.

22. Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, neither COLLEGE nor SERVICE PROVIDER shall be liable, whether based on contract, tort, negligence, strict liability, warranty, indemnity, error and omission or any other cause whatsoever, for any consequential, special, incidental, indirect, punitive or exemplary damages, or damages arising from or in connection with loss of power, loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and SERVICE PROVIDER hereby releases COLLEGE and COLLEGE hereby releases SERVICE PROVIDER from any such liability.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

For SERVICE PROVIDER	For COLLEGE
SIGNATURE _____ DATE _____	SIGNATURE _____ DATE _____
PRINT NAME/TITLE _____	<u>J. David Armstrong, President</u> PRINT NAME/TITLE _____
Attest:	Approved as to Form and Legality:
SIGNATURE _____ DATE _____	 <u>4/16/09</u> SIGNATURE _____ DATE _____
PRINT NAME/TITLE _____	<u>Kevin Fernander, College Attorney</u> PRINT NAME/TITLE _____

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EXHIBIT A

Broward College Vulnerability Assessment and Mitigation Plan May 28, 2009

Scope of Work

Develop a Vulnerability Assessment and Hazard Mitigation Plan for Broward College using the Federal Emergency Management Agency's (FEMA) methodology through collaboration, consensus building and a detailed risk assessment of all campuses. URS will work with Broward College and the identified internal and external stakeholders to develop this plan, address the unique concerns of the college and facilitate collaboration for the development and adaptation of the final product.

Process:

URS will provide guidance and work in partnership with Broward College and the identified stakeholders through four identified phases.

• *Phase 1: Organize Resources* addresses the initial step of identifying the resources available and necessary to complete the effort. Interested and necessary parties are invited to form an advisory planning team. An inventory of available planning documents is performed and existing plans and documents are collected. The advisory planning team develops a strategic plan with obtainable outcomes and completion dates. This will be accomplished by:

- o identifying resources on and off campus,
- o identifying a project coordinator,
- o identifying a leader for each campus,
- o developing an advisory planning team,
- o developing a timeline,
- o conducting meetings to include a project initiation meeting, formal advisory planning team meeting, and meetings to develop a mission statement and communication plan, and
- o gathering information.

• *Phase 2: Hazard Identification and Risk Assessment* covers the identification of hazards that present risks to the Broward College campuses and the assets that are vulnerable to those hazards. The College must assess its risks and vulnerability to the full complement of natural, technological and human-caused hazards. URS will review the College's current hazard vulnerability assessment and use it as a baseline for this plan. URS will provide a vulnerability assessment of all campuses including the six learning centers. URS will review the college-wide emergency notification system including the proposed FM alert subcarrier system currently being procured. This shall be accomplished by:

- o identifying significant hazards,
- o prioritization of hazards,
- o performing the vulnerability assessment,
- o profiling hazard event including location, extent and duration,
- o assessing the current notification systems,
- o describing risk to people, physical assets and function, and
- o developing the Vulnerability Assessment plan.

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• *Phase 3: Developing the Mitigation Plan* examines the development of the actual hazard mitigation plan document including development of goals, strategies, actions and projects. The development of a comprehensive hazard mitigation plan should draw from and balance existing plans, should be integrated with local jurisdictions, and reflect the unique mission and characteristics of the College. In addition to mitigation actions, URS will also make recommendations for the emergency notification system. This shall be accomplished by:

- o developing mitigation goals,
- o determining appropriate mitigation actions for various hazards,
- o prioritizing mitigation actions,
- o preparing an implementation strategy,
- o incorporating this plan into other existing planning mechanisms, and
- o developing the Mitigation Plan.

• *Phase 4: Monitoring, Adoption and Implementation* follows the mitigation plan through the adoption and implementation stages. Once the plan has been written, the focus shifts to adoption by appropriate administrative units and the implementation of its objectives. Even the best plans are inadequate if they are not implemented with vigor and aligned with the campus strategic plan. Experience has shown that this can be difficult as institutions face the consequences of having to change their operations and make adjustments to their culture in an effort to become more disaster-resistant. Equally important is the need to establish mechanisms for maintaining and updating the plan to keep it relevant. This shall be accomplished by:

- o establishing procedures for annual monitoring and evaluation,
- o reviewing the plan and obtaining input from key stakeholders,
- o incorporating comments and edits from key stakeholders to complete a final document,
- o presentation of the plan to the State of Florida and FEMA for review,
- o presentation to the appropriate authorities for adoption.

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Project Management, Deliverables and Reporting

The URS Team will provide Broward College with ten bound paper copies and ten compact discs (CDs) with the Plan upon completion. Additionally, the URS Team will provide monthly status reports to Broward College. The URS Team will provide Broward College with other associated materials developed during the HMP planning process (e.g., maps on ArcGIS 9.2).

Deliverables shall include:

- A draft of the Vulnerability Assessment which will be provided on, or around, September 25, 2009*,
- A draft of the Mitigation Plan which will be provided on, or around, December 15, 2009*,
- A final draft of the Plan ready for adoption which will be provided on, or around, February 26, 2009*.

*deliverable dates are based upon a start date of June 2009 and are subject to modification with agreement from both parties.

This project will be treated as lump sum with the total cost of the project equaling \$ 49,725.00. URS shall invoice Broward College upon submission and acceptance of the aforementioned deliverables at the following rate:

- 40% upon acceptance of the first deliverable \$ 19,890.00
- 40% upon acceptance of the second deliverable \$ 19,890.00
- 20% upon completion of the final project \$ 9,945.00.

Proposed Project Schedule

Project Tasks	JUN*	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB
Notice to Proceed	√								
Phase 1: Collect and Review Existing Plans & Hazard Data									
Phase 2: Hazard Risk Assessment									
Phase 3: Developing the Hazard Mitigation Plan									
Phase 4: Review of Plan, Finalization and Adoption									
Meetings									
Project Kick-off Meeting	√								
Planning Team Meetings (incl. field visits and interviews)				√		√		√	
Open Public Meetings				√				√	
Milestones									
Submission of Draft Risk Assessment				√					
Submission of Draft Hazard Mitigation Plan							√		
Submission of Final Hazard Mitigation Plan									√
Plan Adoption by President									√

*= This is a suggested schedule based on past experience with similar type planning efforts. URS is open to modifying the schedule to meet the College's needs. It assumes a start date of June 2009.