

Office of the President  
Willis Holcombe Center  
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[www.broward.edu](http://www.broward.edu)

# BROWARD COLLEGE

Define yourself.

To: Members of the Board of Trustees

From: J. David Armstrong Jr., President

Date: August 25, 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-E- Mier Consulting Group

**Brief Description:** 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 calls for a public health consultant to be hired.

**Benefit to BC:** The public health consultant will develop a NIMS compliant plan that addresses pandemic influenza and other infectious disease outbreaks. In addition, the plan will emphasize response to and recovery from bio-hazardous material spills and other health related considerations such as food contamination. The consultant will also facilitate a tabletop exercise to test the plan utilizing a pandemic influenza scenario.

**Relationship to College Master Plan:** Goal 8 – Make strategic choices about instructional programming and resources.

Board Agenda Approved: \_\_\_\_\_  
Date: \_\_\_\_\_

Agenda Item VII-E  
Enclosure \_\_\_\_\_

**BOARD OF TRUSTEES  
AGENDA TRANSMITTAL SHEET**

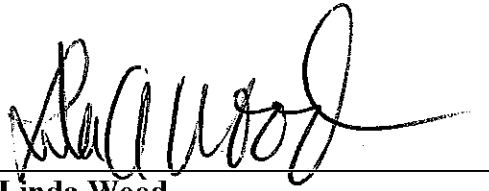
To: J. David Armstrong, Jr., President  
From: Lois Bolton, Central Campus Provost  
Subj: Security/Emergency Management Specialist

Date: June 17, 2009

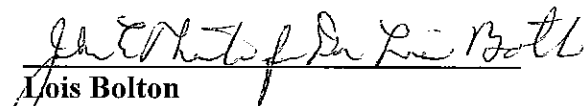
**Issue:** Request approval of service agreement with Mier Consulting Group, Inc. to perform public health consulting services.

**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 calls for a public health consultant to be hired to develop a NIMS compliant plan that addresses pandemic influenza and other infectious disease outbreaks. In addition, the plan will emphasize response to and recovery from bio-hazardous material spills and other health related considerations such as food contamination. The consultant will also facilitate a tabletop exercise to test the plan utilizing a pandemic influenza scenario.

**Fiscal Impact:** The fees for the project (\$9,874.00) 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 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 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 \_\_\_

**SERVICE AGREEMENT  
BETWEEN BROWARD COLLEGE AND MIER CONSULTING GROUP, INC.**

August 13, 2009

Broward College

This SERVICE AGREEMENT is made as of the 13th day of August, 2009 by and between Broward College and Mier Consulting Group, Inc. (MCG) located in Chicago, Illinois.

**SERVICE TYPE** – MCG is an independent contractor who will provide performance services as a public health consultant for the development of a College-Wide Pandemic/Infectious Disease Plan for Broward College.

Services to be provided by MCG include:

1. Kickoff meeting with Broward College staff to assess pandemic planning preparedness level and to prioritize tasks. – *Est. completion date: September 17, 2009*
2. A written update of all infection control policies. MCG will need to obtain all existing policies. Review will be conducted in consultation with MCG infection control experts. Any relevant policies that are not in existence will be developed and provided by MCG. Policies will be provided in the format specified by Broward College. – *Est. completion date: October 1, 2009*
3. Written policies and procedures to help limit the spread of infectious disease and/or food contamination. MCG will focus on the application of basic prevention procedures in policies to prevent infectious disease: personal hygiene, food storage, cooking temperature, holding temperature, cooling of foods, and re-heating. – *Est. completion date: October 15, 2009*
4. A written update of response elements as they relate to bio-hazardous materials spills. MCG has extensive experience in developing infection control procedures and policies in the workplace. Existing materials will be reviewed and the following elements of bio-hazardous spills will receive consideration: spill kits, treatment of contaminated items and surfaces, personal protection, and training needs. – *Est. completion date: October 15, 2009*
5. Promotional and educational literature. MCG will conduct a thorough review of the most accurate and up to date information as it relates to public health programs, events, and services. Only trusted sources such as the CDC and Florida Department of Health will serve as the sources of content. Means of disseminating public health information will be utilized existing Broward College websites and the establishment of email list serves. – *Est. completion date: November 2, 2009*

*Confidential and Proprietary to Broward College and Mier Consulting Group, Inc.*

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6. A written update of existing infectious disease plans with a focus on pandemic influenza. This plan will outline response strategies for employees, visitors, and staff as it pertains to: personal protective equipment, personal hygiene, social distancing, continuity of operations, and access to medicines and vaccines. MCG has a close working relationship with the Broward County Health Department. Much of the guidance will be adopted from local plans and capabilities. – *Est. completion date: November 2, 2009*
  
7. Conduct of one (2-hour) tabletop exercise utilizing a pandemic influenza scenario. MCG will provide HSEEP-certified staff who will serve in the exercise facilitation, controller, hotwash, and evaluation roles on the day of the exercise. All participants will utilize GoToWebinar™ to participate in the exercise. All information regarding the scenario, visuals, and player interaction (via chat and voice) will be conducted over this platform. This will allow for a controlled exercise with multiple campus representatives participating in the comfort of their home office. MCG will utilize the experienced, professional facilitation by subject matter expert staff to drive exercise discussion. – *Est. completion date: November 12, 2009*

**INDEPENDENT CONTRACTOR DURATION** - Contract will begin on August 13, 2009 and end on November 12, 2009. MCG will perform all work under the direction of *Broward College* point of contact, Richard Nicorvo.

**INDEPENDENT CONTRACT COMPENSATION SCHEDULE –**

Services will be invoiced in two equal payments for a TOTAL compensation of \$9,874.

INVOICE #1: Upon completion of deliverables 1-4 cited in the SERVICE TYPE section above, \$4,937.

INVOICE #2: Upon completion of deliverables 5-7 cited in the SERVICE TYPE section above, \$4,937.

**PAYMENT TERMS** – MCG will send invoices electronically to Richard Nicorvo at *micorvo@broward.edu*. Invoice shall indicate the deliverables served. Payment is due within 30 calendar days of receipt of invoice.

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**OTHER CONDITIONS –**

- MCG will adhere to the Terms and Conditions of Agreement for Professional Services Between Broward College and Mier Consulting Group, Inc., which are included at the end of this document.
- Broward College will designate a project contact that will be responsible for scheduling meetings with necessary personnel.
- Broward College executive staff will fully support the project.
- Broward College will assure that all key participants and planners will be present for all scheduled meetings.
- Broward College will respond to requests (i.e., information, document review, client acceptance, etc.) in a timely fashion.
- If the project extends beyond the timeframe due to no fault of MCG, we will work with Broward College to secure compensation for the additional time needed, and will amend the services in accordance with the contract provisions. If MCG is solely responsible for any delay, we will work without compensation to deliver the project at the agreed price.
- Broward College will be responsible for ensuring representatives from the information technology department will assist in use of website for dissemination of information.
- Lack of or late response will delay the schedule and cost of the project. Broward College will incur costs equivalent to the labor cost of the team during any period of time that the project is delayed caused by Broward College or any of its vendors, to include contractors and/or subcontractors.

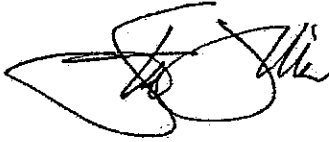
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BETWEEN BROWARD COLLEGE AND MIER CONSULTING GROUP, INC.**

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives on the dates indicated below.



\_\_\_\_\_  
Steve Mier, President  
Mier Consulting Group, Inc.

August 13, 2009

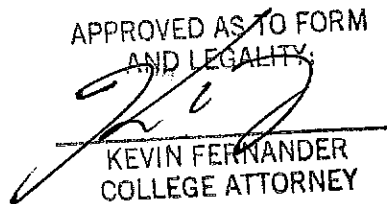
Date

\_\_\_\_\_  
Broward College Representative (Signed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Broward College Representative (Printed)

APPROVED AS TO FORM  
AND LEGALITY:



\_\_\_\_\_  
KEVIN FERRANDER  
COLLEGE ATTORNEY

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**SERVICE AGREEMENT**  
**BETWEEN BROWARD COLLEGE AND MIER CONSULTING GROUP, INC.**

**TERMS AND CONDITIONS OF AGREEMENT FOR PROFESSIONAL SERVICES**  
**BETWEEN BROWARD COLLEGE AND Mier Consulting Group, Inc. (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 original proposal. 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.

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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

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BETWEEN BROWARD COLLEGE AND MIER CONSULTING GROUP, INC.**

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.

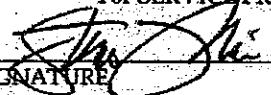
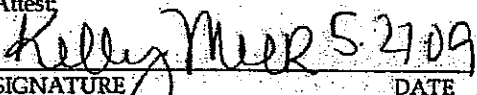
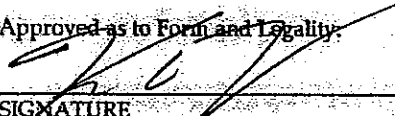
19. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any 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.

**SERVICE AGREEMENT  
BETWEEN BROWARD COLLEGE AND MIER CONSULTING GROUP, INC.**

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.

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

For SERVICE PROVIDER		For COLLEGE	
 SIGNATURE	5-27-09 DATE	 SIGNATURE	 DATE
Steven A. Mier PRINT NAME/TITLE	President PRINT NAME/TITLE	I. David Armstrong PRINT NAME/TITLE	President PRINT NAME/TITLE
Attest  SIGNATURE	5-27-09 DATE	Approved as to Form and Legality:  SIGNATURE	 DATE
Kelly Mier PRINT NAME/TITLE	Vice President PRINT NAME/TITLE	Kevin Fernander, College Attorney PRINT NAME/TITLE	 PRINT NAME/TITLE

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