

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

| Fiscal Years | 2007 | 2008 | 2009 | 2010 |
|--|-----------------|----------|----------|----------|
| 2011 | | | | |
| Capital Expenditures | | | | |
| Operating Costs | <u>25,000</u> | | | |
| External Revenues | <u>(25,000)</u> | | | |
| Program Income (County) | | | | |
| In-Kind Match (County) | | | | |
| NET FISCAL IMPACT | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |
| # ADDITIONAL FTE POSITIONS (Cumulative) | <u>0</u> | <u>0</u> | <u>0</u> | <u>0</u> |

Is Item Included In Current Budget? Yes No

Budget Account No.: Fund 1427 Dept. 662 Unit 7300 Object 8101
 REV: Fund 1427 Dept. 662 Unit 7300 Object 3729
 Reporting Category

B. Recommended Sources of Funds/Summary of Fiscal Impact:
 Public Entity Risk Institute Grant (PERI)



C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

4/20/07
 4/18/07 OFMB
 4/19/07
 4/18/07
 Contract Administration
 4/24/07 These contracts comply with our review requirements.

B. Legal Sufficiency:

4/26/07
 Assistant County Attorney

REVISED 9/03
 ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

Public Entity Risk Institute – Palm Beach County Board of County Commissioners

Grant Agreement

Grant # 2007-1

**Title: Support for Palm Beach County Public-Private
Partnership Executive Committee Activities**

This agreement ("Agreement") is made between the Public Entity Risk Institute ("PERI"), a nonprofit corporation recognized by the Internal Revenue Service as exempt under Section 501(c)(3) of the Internal Revenue Code and organized under the laws of the State of Virginia with principal offices located at 11350 Random Hills Road, Suite 210, Fairfax, Virginia 22030, and the Palm Beach County Board of County Commissioners ("Grantee"), a governmental organization with principal offices located at 301 N. Olive Ave., West Palm Beach, Florida, 33401, sometimes collectively referred to as the "Parties". The effective date ("Effective Date") of this Agreement is the date that it is signed by an authorized representative of the Grantee.

WHEREAS, Grantee has submitted a proposal ("Proposal") for a project ("Project") to be funded by PERI; and

WHEREAS, PERI desires to provide grants to fund projects that further its purposes as a nonprofit organization, including its commitment to stimulate fresh and creative thinking, generate original research and practical applications of research, and maintain vibrancy in its programming; and

WHEREAS, PERI has determined that providing a grant ("Grant") for Grantee's Project will further such purposes of PERI.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which each Party acknowledges from every other party, the Parties hereby agree as follows:

1. **Project and Proposal:** Grantee will conduct and complete the Project as described in the Request for PERI Funding Assistance attached hereto, and incorporated herein, as **EXHIBIT A**, subject to the specific terms and conditions set forth in this Agreement. The purpose of this Grant is to provide temporary financial support to the Grantee's efforts to expand and refine its business and industry disaster preparedness program by establishing a comprehensive public-private partnership ("Partnership") including members from the public, private and nonprofit sectors. Grantee will use this support primarily to pay a contractor who will serve as temporary liaison ("Liaison") working with the Partnership Executive Committee to coordinate, facilitate and sustain early partnership activities, although a small portion of the Grant funds may be used to pay other out-of-pocket costs associated with the Liaison's activities.
2. **Project Term:** Grantee will begin the Project upon execution of this Agreement and complete the Project by December 31, 2007 (the "Project Term"). PERI may approve extension of the Project Term based upon Grantee's written request for good cause. The decision to approve or deny extension of the Project Term will be made by PERI in its sole discretion. Any

approved extension of the Project Term will be a no-fee extension, inasmuch as in no event will the Grant, as defined in Paragraph 6, below, increase due to such extension.

3. **Venue:** The venue shall lie in Palm Beach County, Florida.
4. **Project Work Plan and Work Schedule:** Grantee will implement the Project as described in Exhibit A, which describes the temporary Liaison's responsibilities and the representative initiatives the Grantee expects to undertake during the term of the Project.
5. **Project Deliverables:** In addition to contracting with a Liaison and pursuing initiatives as described in Exhibit A, Grantee, will produce and deliver to PERI one or more articles about the Project, as desired by PERI, for PERI to publish and post on its website. The article(s) will share progress and lessons learned, the strategies and initiatives used by the Partnership, and guidance to help other communities take on similar projects. PERI will be provided with an electronic copy of any written material generated as a Project deliverable. If the Project produces other products that the Grantee is willing to share with other communities on the Palm Beach County website, Grantee will notify PERI of its intention to share such products, and permit PERI to post those products on PERI's website as well.
6. **Project Staff:** Grantee has the sole responsibility to staff the Project. Grantee will implement the Project through the Palm Beach County Division of Emergency Management. Grantee will negotiate, execute, and manage contracts for specific program delivery and coordination of elements. Grantee may make such changes in staff as it deems necessary, provided such changes have no adverse effect on the Project.
7. **Grant Funding:** PERI will award a one-time Grant in an amount up to a maximum of \$25,000 to Grantee to fund the Project, which may be used for the types of expenditures described as "Intended Use of PERI Funds" on Page 5 of Exhibit A, subject to the following terms and conditions:
 - 7.1. On or about fifteen days from PERI's receipt of this signed Grant Agreement, PERI will make an initial payment of 10% of the maximum Grant funds awarded. This initial payment is payment in advance of actual Project expenses.
 - 7.2. Grantee may submit to PERI no more often than quarterly properly documented interim invoices for payment of Grant funding. PERI will make payment of Grant funds on or about the 15th day after receipt of such properly documented invoice.
 - 7.3. For the purpose of interim and final Grantee invoices, proper invoice documentation includes a current, detailed progress report for Project activities, identification of the nature of the expense, submission of copies of invoices from contractors and vendors providing goods and services to the Project, itemization of hours expended on the Project for services that are billed on an hourly basis, or such other documentation as may be required by PERI.
 - 7.4. Interim Grant payments are not to exceed 80% of the maximum Grant funds awarded for the Project.
 - 7.5. Upon timely and satisfactory completion of the Project by Grantee, including submission of a final report and deliverables to PERI, PERI will pay Grantee within fifteen days after submission of the properly documented final invoice, the balance of Grant funds owed for the Project costs and expenditures. Under no circumstances will total Grant payments exceed the maximum awarded in this paragraph. Grant funds awarded but not expended in connection with the Project are not payable to Grantee.

8. **Acknowledgement & Approval of Material:** PERI will receive prominent and ongoing credit in all Project activities and deliverables, all marketing of Project activities and deliverables, all promotional and other materials distributed in conjunction with Project activities, and all public announcements regarding the Project. PERI will be provided with a draft copy of such materials and the credit given prior to final publication, and has the right to pre-approve the form and placement of credit given. PERI's web site will be included as a prominent direct link from any Grantee web pages hosting or promoting the Project, and PERI will be identified as a funder of the Project. Grantee will permit PERI to establish direct links from PERI's web site to the Project web site.
9. **Project Evaluation:** Grantee shall evaluate the Project outcome by requesting and analyzing feedback from the Public-Private Partnership Executive Committee members and the partners it recruits, and will provide PERI with a report analyzing this feedback. Grantee shall further provide reasonable assistance to PERI in any other efforts it makes to evaluate this Project.
10. **Books and Records:** PERI at all times has the right, upon reasonable notice and at reasonable times, to review and audit the books and records of Grantee in connection with this Project and to receive copies from Grantee of all evaluations and reports in connection with the Project. Grantee shall retain all books and records related to this Project for two years following the end of the Project Term ("Record Retention Date").
11. **Default:** Upon a default in the performance of any of the terms and conditions of this Agreement by either Party, the non-defaulting Party has the right to take such actions deemed appropriate, provided however that in no event shall PERI have any liability to Grantee under this Agreement in excess of any unpaid amount of the Grant.
- 11.1. A default may be declared by either Party only if such default continues fifteen (15) or more days after the date of written notice by the non-defaulting Party to the defaulting Party of the default and its nature, and the defaulting Party fails to cure the default within that time period.
- 11.2. If Grantee's default is a violation of any material term of this Agreement, PERI may, among other remedies: (i) suspend any further Grant payments, (ii) terminate all or part of its Grant, and/or (iii) require Grantee to refund all or part of the Grant. A violation of a material term of this Agreement includes but is not limited to a failure by Grantee to make reasonable progress on the Project or to complete the Project by the end of the Project Term; repeated failure without reasonable cause to complete tasks by the dates established in the work schedule; failure to submit quarterly progress reports and invoices; repeated failure to communicate with or respond to PERI staff or others involved in the Project; or such other violation of the Agreement that significantly endangers substantial performance of the Project.
12. **Indemnification:** The Grantee warrants and represents that it is self-funded for worker's compensation and liability insurance, covering at a minimum bodily injury, personal injury and property damage with protection being applicable to the Grantee's officers, employees, servants

and agents while acting within the scope of their employment during performance under this Agreement. The Grantee and PERI further agree that nothing contained herein shall be construed or interpreted as (1) denying Grantee any remedy or defense available to Grantee under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

13. **Notices:** Any notices required to be given to any party under this Agreement shall be given in writing to the following:

PERI: Claire Lee Reiss
Deputy Executive Director
Public Entity Risk Institute
11350 Random Hills Road, Suite 210
Fairfax, Virginia 22030

Grantee: Sheridan L. Truesdale
Senior Mitigation Planner
Palm Beach County Division of Emergency Management
20 S. Military Trail
West Palm Beach, FL 33415

Copy to: County Attorney's Office
Attn: Dawn S. Wynn
Assistant County Attorney
301 N. Olive Avenue
West Palm Beach, FL 33401

14. **Rights in Data and Copyright:** PERI reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use the Project Data. "Project Data" means the recorded information, whether or not copyrighted, that is produced or specified to be produced under this Agreement, including but not limited to text, graphics, drawings, photographs, computer materials, videotapes and information retained in computer memory, and deliverables described in this Agreement. Examples of Project Data include, but are not limited to: books, articles, workbooks, computer software, engineering drawings and associated lists, specifications, standards, manuals, Internet web sites, reports, catalogs, videotapes and similar and related information. In this case, Project Data includes publicly available material related to the public-private partnership and its activities. The term does not include financial reports, cost analyses, and similar information incidental to Grant administration.
15. **Term of Agreement:** This Agreement begins as of the Effective Date and terminates upon the Record Retention Date, unless sooner terminated as otherwise provided herein.
16. **One-Time Grant:** Nothing in this Agreement obligates, or can be construed to obligate, PERI to grant any funds other than as set forth herein. Anything written or oral to the contrary in the Proposal or elsewhere notwithstanding, PERI has no obligation to fund this Project, whether or

not such Project is determined to be feasible or useful, other than the one-time Grant set forth in Paragraph 6 of this Agreement.

17. **Independent Contractor:** Grantee is an independent contractor, and nothing in this Agreement is intended to, nor does it, create any partnership, agency or other such relationship between PERI and Grantee.
18. **Definitions:** Unless otherwise specified herein, the words will have the meaning as set forth in this Agreement.
19. **Headings:** Wherever headings are used, they are intended for convenience only, and shall not in any way affect the interpretation of this Agreement.
20. **No Assignment:** This Agreement, in whole or in part, and all rights and obligations hereunder, are personal to the Parties and may not be assigned by any party without the prior written agreement of the other party.
21. **No Beneficiaries:** Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon or give to any person or entity other than the Parties to this Agreement any rights or remedies under, or by reason of, this Agreement.
22. **Successors and Assigns:** The Grantee and PERI each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the Grantee nor PERI shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the Grantee, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Grantee and PERI.
23. **Merger and Integration:** This Agreement modifies and supercedes all other preceding agreements, oral or written, between the Parties and constitutes the entire Agreement of the Parties regarding the subject matter of the Agreement.
24. **Counterparts:** This Agreement has been executed in counterparts, and each counterpart shall be treated the same as if it were the original.
25. **Invalidity of Particular Provisions:** If any provision or application of this Agreement to any extent is invalid or unenforceable, the remainder of this Agreement, and the application of all provisions other than any which is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
26. **Excusable Delays:** The Grantee shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Grantee and without Grantee's fault or negligence. Such causes include, but are not limited to, acts of

God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the Grantee's request, PERI shall consider the facts and extent of any failure to perform the work and, if the Grantee's failure to perform was through no fault or negligence of the Grantee, the Contract Schedule and/or other affected provision of this Agreement shall be revised accordingly.

27. **Entire Understanding, Amendment:** This Agreement constitutes the entire understanding among the Parties, and shall be binding and effective on the date when signed by all Parties, and may be modified or amended only in writing signed by all Parties. In the event of a conflict between the Proposal and this Agreement, this Agreement controls.
28. **Authority:** Each signatory represents and warrants it has the authority to sign on behalf of the entity for which its signature appears.
29. **Remedies:** This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

The following signatures of the Parties are made as of the date of each signature:

ATTEST:
SHARON R. BOCK,
CLERK & COMPTROLLER
PALM BEACH COUNTY

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

PUBLIC ENTITY RISK INSTITUTE (PERI)

WITNESS:

By: *[Signature]*
Name & Title: Executive Director
Date: 2/20/07

[Signature]
Signature

Claire Reiss
Name (type or print)

[Signature]
Signature

ANDRE HOFFMAN
Name (type or print)

APPROVED AS TO TERMS
& CONDITIONS

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Paul W. Milelli, Director
Public Safety Department

By: *[Signature]*
County Attorney

REQUEST FOR PERI FUNDING ASSISTANCE

Palm Beach County Division of Emergency Management, on behalf of the Palm Beach County Public-Private Partnership Executive Committee, herewith, respectfully applies for grant funds in the amount of \$25,000 from PERI to support development and implementation of a comprehensive and innovative program of initiatives to enhance business disaster preparedness, resilience and survival in Palm Beach County, Florida. It is the hope and intention of Palm Beach County and participating state and federal agencies that the partnership and its initiatives will serve as a model of best practices for other communities throughout Florida and the U.S.

About Palm Beach County

Palm Beach County has a storied history of natural and manmade disasters. Among the risks currently receiving special attention are hurricanes (with particular emphasis on long-term recovery following catastrophic storms), terrorism (in 2001 the county experienced the first bioterrorism attack in the U.S.), dike breach (the second most deadly U.S. disaster involving 2500 plus drownings occurred in western Palm Beach County in 1928), mass migration, avian flu pandemic, and killer bees.

Palm Beach County also has a reputation for innovative and proactive disaster preparation and response. The County's Board of County Commissioners is fully committed to the exercise of "best practices" in disaster preparedness as a key element to community resilience and sustainability. As a consequence, Palm Beach County Division of Emergency Management enjoys a reputation as one of the most professional and progressive local emergency management agencies in the U.S.

Rationale for Funding Request

Recognizing 1) that business and industry are the engines that drive the local economy and 2) that historically post disaster business failure rates have been unacceptable, Palm Beach County Division of Emergency Management established a formal business and industry disaster preparedness program in 1999. Many successful initiatives have been introduced. The program took on added importance when the county experienced three direct hits from hurricanes in 2004 and 2005 and an F2 tornado in 2003.

In 2005 and 2006, with financial assistance from the Florida Department of Community Affairs, PERI and eight corporate sponsors, a comprehensive Post Disaster Redevelopment Plan (PDRP) was developed for the county. The first plan of its type and scope in the U.S., it focuses on long-term recovery, reconstruction, and economic redevelopment issues following catastrophic disaster events. Linked closely to the County's Comprehensive and Strategic Economic Development plans, key priorities emerging from the PDRP included business survival, recovery and retention, and the optimized use of local business resources during the recovery process.

Exhibit A

As an outgrowth of the initiatives outlined in the PDRP, the Division of Emergency Management has embarked on an accelerated effort to expand and refine its business and industry preparedness program. Central to the program is the establishment of a comprehensive Public-Private Partnership comprised of local, state and federal governmental, business, and NGO organizations.

A Standard Operating Guide (SOG) describing the county's overall Business and Industry program and the Public-Private Partnership is contained in attachment #1. A list of key players in the Partnership is contained in attachment #2.

Given the size and diversity of the partnership and its initiatives, the County and the Partnership Executive Committee recently approved the creation of a full-time Business & Industry Liaison staff position to coordinate, facilitate and sustain partnership activities.

Current planning is for the liaison position to be fully established and funded by FY 2008 (October 1, 2007). In the interim, the County is seeking funding to sustain early partnership initiatives, and to contract a temporary liaison to work with the Partnership Executive Committee. ***PERI funds would be used to help defray the labor costs of the temporary contract liaison, support recruitment efforts in growing the partnership network, and to assist in the development and implementation of early partnership initiatives until the Liaison Position is officially budgeted and funded, and a shared partner funding program is established and in place.***

Contractor Responsibilities:

The contract liaison will work with the Division of Emergency Management and the Partnership Executive Committee to:

- organize and facilitate meetings of the Partnership Executive Committee and the Working Groups
- assist recruitment efforts of the working groups
- establish and maintain productive working relationships between the local partnership and outside governmental, non-governmental and business entities, and
- facilitate the development and implementation of priority partnership initiatives

Representative Initiatives:

- Work with the Partnership Executive Committee and the chairs of the Government, NGO, and Business Partner Working Groups to recruit partner organizations.
- Develop an emergency communication capability to serve the business community before, during, and after disasters
- Create a database of businesses containing contact information, property information that can be used in damage assessments, lists of business

resources and capabilities that can be mobilized in support of disaster recovery, etc.

- Develop a credentialing and training program for early entry business damage assessment teams
- Refine and expand financial and non-financial assistance services to be offered through a one stop Business Disaster Recovery Center
- Explore the efficacy of training local displaced workers for recovery work rather than depending on outsiders
- Explore the efficacy of pre-qualified accelerated commercial disaster loans to businesses through a banking consortium
- Promote business-to-business mutual aid agreements, including the sharing of facilities, equipment, systems, personnel, etc.
- Identify and maintain a database of potential temporary and replacement housing for victimized businesses
- Develop strategies and incentives for retaining core businesses in the community after disasters
- Fully integrate the Emergency Support Function (ESF)18 function into the County's emergency management process
- Develop procedures for expediting and facilitating government, NGO and business assistance

Service Idea:

Develop a coordinated, collaborative program of initiatives to optimize the use of local resources in preparing businesses for and recovering from disasters and to effectively mobilize and use outside resources.

Market Served:

The project could potentially benefit 74,000 business establishments and the population of 1.3 million making up Palm Beach County. The project may also serve as a model for other communities nationwide.

Why the Service is Needed:

- Businesses are vital to the local economy.
- Post disaster business failure rates are unacceptable.
- Currently business preparedness initiatives are uncoordinated, fragmented, and sub-optimized.
- The county possesses the capabilities, resources and commitment for developing new, innovative and effective strategies and programs for assisting the business community.
- Procedures for mobilizing local and outside assistance need to be reviewed and refined.

Why PERI Funds are Needed:

Conceptualization and early planning for the partnership have been pretty much completed. An Executive Committee has been established. Senior level commitments have been secured from key government, NGO and business organizations. Early initiatives have been identified and several have been started.

Pressing priorities now require broader recruitment of partner organizations and follow through on early initiatives is necessary to sustain interest, support and momentum.

Continued growth and development of the partnership now requires the full time attention of a program coordinator (Liaison). To date this function has been done on a part-time basis by the Senior Mitigation Planner in the PBC Division of Emergency Management.

Until the partnership membership is grown and the full-time Business & Industry Liaison position is budgeted and funded through other public and private sources, plans call for seeking grant funds to support initiatives on a temporary basis using an outside contractor. A \$25,000 grant from PERI would provide continuity to the program until other revenue sources are put into place.

Service Development / Delivery:

Drawing from governmental, NGO and business organizations at the local, state and national level, the objective is to establish a Public-Private Partnership to collaboratively conceive, develop, implement and sustain programs and initiatives designed to promote business preparedness, assist and expedite post disaster business recovery, minimize disaster-related business failures, create workforce redevelopment opportunities and mobilize local business capabilities and resources to the fullest extent possible in support of disaster recovery.

Programs and initiatives will be conceived, developed, implemented and sustained by the network of partner organizations organized into working groups. They will be integrated into the formal emergency management process of the county and monitored by the Partnership Executive Committee.

Financial Management of Partnership Initiatives:

Ultimately, costs associated with the development, application and maintenance of partnership programs and initiatives will be shared, as appropriate, by local, state and federal governmental entities, non-governmental organizations and the business community.

Risks:

The Partnership should create a "win-win" situation for all partners and the community as a whole. The greatest risk would be a drop off in support and participation. The key to avoiding this risk is selecting the best possible partners, sustaining ongoing activities, and having a full-time Business & Industry Liaison to keep things going.

The ultimate products of the Public-Private Partnership are programs, services and initiatives that will improve business disaster resilience and post disaster survival, thereby benefiting the overall community.

Deliverables to PERI:

The grantee agrees to prepare one or more papers for PERI use and posting on the PERI website, sharing progress and lessons learned, describing the strategies and initiatives resulting from partnership efforts, and offering guidance to other communities who may take on similar initiatives. In accordance with verbal agreements, this information will also be shared with the Florida Department of Community Affairs, Enterprise Florida, and other supporting partner organizations.

Intended Use of PERI Funds

It is difficult to provide accurate budget line items at this time. The pace of partnership development will impact expenditures as will the priority order of initiatives undertaken. Palm Beach County proposes to submit documentation to substantiate all expenditures.

The primary cost items will include:

- Labor costs for the temporary contractor
- Business partner recruitment
- Working group planning sessions
- Partner orientation functions
- Integration of public-private partnership initiatives with other community strategic initiatives like the Fusion Center, the National Incident Management System (NIMS), the Post Disaster Redevelopment Plan, the Comprehensive Emergency Management Plan, and the County's Strategic Economic Development Plan

07-

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

BGRV 660-040207-407
BGEX 660-040207-1377

FUND 1427 - EMERGENCY MANAGEMENT GRANT

Use this form to provide budget for items not anticipated in the budget.

| ACCT.NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | CURRENT BUDGET | INCREASE | DECREASE | ADJUSTED BUDGET | EXPENDED/ ENCUMBERED | REMAINING BALANCE |
|---|---|-----------------|------------------|---------------|----------|------------------|----------------------|-------------------|
| <u>PUBLIC ENTITY RISK INSTITUTE (PERI) GRANT</u> | | | | | | | | |
| <u>REVENUES</u> | | | | | | | | |
| 662-7300-3729 | GRANT Fr OTHER LOCAL GOVT | 0 | | 25,000 | | 25,000 | | |
| | TOTAL REVENUES & BALANCES | 404,630 | 1,103,230 | 25,000 | | 1,128,230 | | |
| <u>EXPENDITURES</u> | | | | | | | | |
| 662-7300-8101 | CONTRIBUTIONS-OTH GOVT AGENCIES | 0 | | 25,000 | | 25,000 | | |
| | TOTAL APPROPRIATION & EXPENDITURES | 404,630 | 1,103,230 | 25,000 | | 1,128,230 | | |

PUBLIC SAFETY ADMINISTRATION
INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

| | |
|------------|--------|
| Signatures | Date |
| | 4/4/07 |
| | 4/4/07 |

By Board of County Commissioners
At Meeting of 5/1/2007
Deputy Clerk to the
Board of County Commissioners

**INTER-LOCAL AGREEMENT BETWEEN
THE BOARD OF COUNTY COMMISSIONERS OF
PALM BEACH COUNTY, FLORIDA, AND
TREASURE COAST REGIONAL PLANNING COUNCIL**

THIS INTER-LOCAL AGREEMENT is entered into this _____ day of _____ by and between the Board of County Commissioners of Palm Beach County, Florida (herein referred to as "**COUNTY**"), and Treasure Coast Regional Planning Council (herein referred to as "**COUNCIL**"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

WHEREAS, Section 163.01 of the Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of chapter 163 of the Florida Statutes permits public agencies as defined therein to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, Palm Beach County has entered into an agreement with the Public Entity Risk Institute (PERI) for grant funds to support the early steps in organizing a Public-Private Partnership dedicated to building a more disaster resilient local business community and sustainable economy; and

WHEREAS, the mission of the Treasure Coast Regional Planning Council is to assemble and coordinate with representatives of government and major economic interests on matters relating to the health, safety and the general welfare of the community and its citizens.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties hereto agree as follows:

SECTION 1. PURPOSE

A. The purpose of this Agreement is to contract with the **COUNCIL** to provide technical and administrative assistance to the **COUNTY** in establishing and developing a Public-Private Partnership for Business Disaster Preparedness and, in cooperation with the Partnership's Executive Advisory Committee, facilitate, coordinate, and assist with the conception, planning and implementation of certain early preparedness and recovery initiatives, in accordance with the **COUNTY'S** grant agreement with the Public Entity Risk Institute (a copy of which is attached).

B. The **COUNTY** and **COUNCIL** agree to act in a spirit of mutual cooperation and good faith in the implementation of this Agreement and its purpose.

SECTION 2. GENERAL TERMS AND CONDITIONS

A. This Agreement shall begin upon execution by both parties and shall end December 31, 2007, unless terminated earlier in accordance with Section 6 of this Agreement. No deliverables shall be accepted after December 31, 2007 and no request for payment nor invoices shall be accepted after December 31, 2007 unless mutually agreed upon as specified in paragraph D.

B. Except for the items in paragraph F below of this SECTION 2., the COUNCIL shall fully perform the obligations identified in Scope of Work, Attachment A of this Agreement to the satisfaction of the COUNTY.

C. Both the COUNTY and COUNCIL agree to be governed by the contractual services agreement between the COUNTY and the Public Entity Risk Institute, copies of which are in possession of each party. In addition, the COUNTY and COUNCIL agree to be governed by applicable State and Federal laws, rules and regulations.

D. Modification of this Agreement may be requested by either party. Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each party and attached to the original Agreement.

E. The COUNCIL and the COUNTY mutually agree to establish a mechanism to resolve any conflicts that may arise from the development of the Public-Private Partnership by using the process included in the Intergovernmental Coordination Element of the COUNTY'S Comprehensive Growth Management Plan, or other mutually agreed process.

F. Notwithstanding anything in this Agreement or its attachments to the contrary, the COUNTY agrees to:

1. Prepare a letter from the County Administrator or his designee that gives this project a high priority for technical assistance, data collection, and GIS production from COUNTY staff.
2. Arrange for meeting facilities, support the conduct of project meetings, and provide administrative support, as necessary, relating to the project.
3. Coordinate printing and distribution of the final Plan.
4. Process all requests for reimbursement in a timely manner.
5. Meet all reporting requirements as required by its contract with the Public Entity Risk Institute.

SECTION 3. RECORD KEEPING

A. All records submitted by the COUNCIL shall be kept for three years after the termination of this Agreement and shall be sufficient and complete to verify compliance with the requirements of this Agreement and the COUNTY'S agreement with the Public Entity Risk Institute.

B. The COUNCIL shall allow access to its books, records, and documents during normal business hours and upon reasonable advanced request of the COUNTY, its employees and agents for the purpose of inspection or audit.

SECTION 4. REPORTS

A. The COUNCIL shall provide the COUNTY with the reports identified in the Scope of Work in accordance with the dates specified.

B. All required lists, reports, and copies prescribed in the Scope of Work shall be completed in a manner acceptable to the COUNTY. The COUNTY may withhold payments until the reports are complete or may take other such action as set forth herein.

SECTION 5. LIABILITY

A. Except as otherwise provided in subparagraph (B) below, the COUNCIL shall be solely responsible to parties with whom it shall deal in carrying out the terms of this Agreement, and shall save the COUNTY and Public Entity Risk Institute harmless against all claims of whatever nature by said third parties arising out of the performance of work under this Agreement. For purposes of this Agreement, the COUNCIL agrees that it is not an employee or agent of the COUNTY or Public Entity Risk Institute.

B. The COUNCIL agrees to be fully responsible for its negligent acts or omissions or tortuous acts which result in claims or suits against the Public Entity Risk Institute and the COUNTY, and agrees to be liable for any damage proximately caused by said acts or omissions. Nothing herein is intended to serve as waiver of sovereign immunity by the COUNCIL to which sovereign immunity applies. Nothing herein shall be construed as consent to be sued by third parties in any matter arising out of any contract.

C. The COUNTY recognizes its liability for certain tortuous acts of its agents, officers and employees to the extent and or limit in 768.28, Florida Statutes, the State of Florida's partial waiver of sovereign immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by the COUNTY to which sovereign immunity applies. Nothing herein shall be construed as consent to be sued by third parties in any matter arising out of any contract.

SECTION 6. INDEMNIFICATION

COUNCIL shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement due to the acts or omissions of COUNCIL.

SECTION 7. DEFAULT, REMEDIES, TERMINATION

A. If the Public Entity Risk Institute determines that funds are not available to continue to fund the Agreement between the COUNTY and the Public Entity Risk Institute, all obligations on the part of the COUNTY to make further payments to the COUNCIL shall terminate and this Agreement shall terminate.

B. The COUNCIL shall not be relieved of liability to the COUNTY by virtue of any breach of this Agreement by the COUNCIL. The COUNTY may withhold any payments to the COUNCIL for the purpose of set off until such time as the exact amount due the COUNCIL from the COUNTY is determined.

C. This Agreement may be terminated with or without cause by either the COUNCIL or the COUNTY with thirty (30) days written notice to other party. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the COUNCIL shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
4. Continue and complete all parts of the work that have not been terminated.

SECTION 8. NOTICE AND CONTACT

A. All notices provided under or pursuant to the Agreement shall be in writing, delivered either by hand, overnight express mail or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below with a copy to County Attorney's Office, 301 N. Olive Avenue 6th Floor, West Palm Beach, FL 33401.

For the COUNTY: Charles E. Tear, Director
Public Safety
20 South Military Trail
West Palm Beach, FL 33415

For the COUNCIL: Mr. Michael Busha, Executive Director
Treasure Coast Regional Planning Council
301 E. Ocean Blvd., Suite 300
Stuart, FL 34994

SECTION 9. SUBCONTRACTS

A. The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The COUNCIL is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the COUNCIL uses any subcontractors on this project the following provision of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this Agreement and it is necessary to replace the subcontractor to complete the work in a timely fashion, the COUNCIL shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

B. If the COUNCIL subcontracts any or all of the work required by this Agreement, the COUNCIL agrees to include in the subcontract that: (1) the subcontractor is bound by all applicable state and federal laws and regulations and the terms and conditions of this Agreement; and (2) the subcontractor shall hold the COUNTY and PERI harmless, consistent with Section 5 of this Agreement, against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement.

C. The COUNCIL shall provide copies of each subcontract to the COUNTY within ten (10) days of its execution.

SECTION 10. FUNDING/CONSIDERATION

A. This is a fixed fee Agreement. As consideration for performance of work rendered under this Agreement, the COUNTY agrees to pay the COUNCIL a fixed fee in the amount of: \$25,000.00 (Twenty five thousand dollars).

B. The satisfactory completion of the work set forth, for the contract periods referred to in attachment A, by the COUNCIL, as accepted by the COUNTY, shall be considered the COUNCIL'S request for that contract period's payment.

SECTION 11. PERSONNEL

The Council represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein under shall be performed by the COUNCIL or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the COUNCIL'S key personnel, as may be listed in Exhibit "A", shall be made known to the COUNTY'S representative before said change or substitution can become effective.

The COUNCIL warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the COUNCIL'S personnel and all subcontractors while on County premises will comply with all COUNTY requirements governing conduct, safety and security.

The COUNCIL shall be responsible for payment of its own and its share of its employee's payroll, payroll taxes, and benefits with respect to this agreement.

SECTION 12. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 13. SUCCESSORS AND ASSIGNS

The COUNTY and the COUNCIL each binds itself and its partners, successors, executors, administrators and assigns to the other party of the Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the COUNCIL shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be

construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the COUNCIL.

SECTION 14. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 15. CONFLICT OF INTEREST

The COUNCIL represents that it presently has no interest and shall have no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided in Chapter 112, Part III, Florida Statutes. The COUNCIL further represents that no person having such conflict of interest shall be employed for said performance of services.

The COUNCIL shall promptly notify the COUNTY'S representatives, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the COUNCIL'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the COUNCIL may undertake and request an opinion of the COUNTY, constitute a conflict of interest if entered into by the COUNCIL. The COUNTY agrees to notify the COUNCIL of its opinion by certified mail within thirty (30) days of receipt of notification by the COUNCIL. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the COUNCIL, the COUNTY shall so state in the notification and the COUNCIL shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the COUNCIL under the terms of this Agreement.

SECTION 16. EXCUSABLE DELAYS

The COUNCIL shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the COUNCIL or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the COUNCIL'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the COUNCIL'S failure to perform was without it or its subcontractors' fault or negligence, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

SECTION 17. ARREARS

The COUNCIL shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The COUNCIL further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

SECTION 18. DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The COUNCIL shall deliver to the COUNTY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Agreement.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the COUNCIL and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

SECTION 19. INDEPENDENT CONTRACTOR RELATIONSHIP

The COUNCIL is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the COUNCIL'S sole direction, supervision, and control. The COUNCIL shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the COUNCIL'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The COUNCIL does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

SECTION 20. CONTINGENT FEES

The COUNCIL warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the COUNCIL to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the COUNCIL, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

SECTION 21. ACCESS AND AUDITS

The COUNCIL shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the COUNCIL'S place of business.

SECTION 22. AUTHORITY TO PRACTICE

The COUNCIL hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

SECTION 23. MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the COUNCIL of the COUNTY'S notification of a contemplated change, the COUNCIL shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the COUNCIL'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the COUNCIL shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate an Agreement Amendment and the COUNCIL shall not commence work on any such change until such written amendment is signed by the COUNCIL and approved and executed on behalf of Palm Beach County.

SECTION 24. REGULATIONS; LICENSING REQUIREMENTS:

The COUNCIL shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. COUNCIL is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

SECTION 25. PUBLIC ENTITY CRIMES

As Provided in F.S. 287.132-133 by entering into this Agreement or performing any work in furtherance hereof, the COUNCIL certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the last 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

SECTION 26. CRIMINAL HISTORY RECORDS CHECK

The COUNCIL shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if COUNCIL'S employees or subcontractors are required

under this Agreement to enter a "critical facility" as identified in Resolution R-2003-1274. The COUNCIL acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the COUNCIL shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

SECTION 27. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 28. VENUE

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties, however, this clause pertains only to the parties to this Agreement.

SECTION 29. DELEGATION OF DUTY

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the officers of the COUNTY or the COUNCIL.

SECTION 30. EQUAL OPPORTUNITY PROVISION

The COUNTY and the COUNCIL agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status or sexual orientation be excluded from the benefits of or be subjected to, any form of discrimination under any activity carried out by the performance of the Agreement.

SECTION 31. ENTIRETY OF AGREEMENT

The parties agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the County and the COUNCIL has hereunto set its hand and seal the day and year written above.

ATTEST:
SHARON R. BOCK
Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chairperson, Addie L. Greene

WITNESS:

ATTEST:

By: _____
Signature

By: _____
Charles E. Tear

Name (typed or printed)

Director, Emergency Management
Title

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By: _____
Paul Milelli, Director Public Safety

SIGNATURE INFORMATION FOR COUNCIL

WITNESS:

COUNCIL:

By: Elizabeth L. Guler

[Signature]

Treasure Coast Regional Planning Council

Administrative Secretary
Title

By: Michael Busha
Typed Name

As its Executive Director
Title

Attachment A

SCOPE OF WORK

Background:

Recognizing 1) that business and industry are the engines that drive the local economy and 2) that historically post disaster business failure rates have been unacceptable, Palm Beach County Division of Emergency Management established a formal business and industry disaster preparedness program in 1999. Many successful initiatives have been introduced. The program took on added importance when the county experienced three direct hits from hurricanes in 2004 and 2005 and an F2 tornado in 2003.

In 2005 and 2006, with financial assistance from the Florida Department of Community Affairs, PERI and eight corporate sponsors, a comprehensive Post Disaster Redevelopment Plan (PDRP) was developed for the county. The first plan of its type and scope in the U.S., it focuses on long-term recovery, reconstruction, and economic redevelopment issues following catastrophic disaster events. Linked closely to the County's Comprehensive and Strategic Economic Development plans, key priorities emerging from the PDRP included business survival, recovery and retention, and the optimized use of local business resources during the recovery process.

As an outgrowth of the initiatives outlined in the PDRP, the Division of Emergency Management has embarked on an accelerated effort to expand and refine its business and industry preparedness program. Central to the program is the establishment of a comprehensive Public-Private Partnership comprised of local, state and federal governmental, business, and NGO organizations.

Given the size and diversity of the partnership and its initiatives, the County and the Partnership Executive Committee recently agreed to considering the creation of a full-time Business & Industry Liaison staff position to coordinate, facilitate and sustain partnership activities.

Current planning is for the liaison position to be fully established and funded by FY 2008 (October 1, 2007). In the interim, the County sought and was awarded a \$25,000 grant from the Public Entity Risk Institute (PERI) to sustain early partnership initiatives and to contract with the Treasure Coast Regional Planning Council for temporary liaison services to support and sustain the work with the Partnership Executive Committee.

Public Entity Risk Institute (PERI) Grant Funds:

Public Entity Risk Institute (PERI) funds will be used to help defray the costs of contracting for temporary liaison services (Treasure Coast Regional Planning Council or subcontractor), support recruitment efforts in growing the partnership network, and to assist in the development and implementation of early partnership initiatives, until either the permanent Liaison Position is officially budgeted and funded and/or a shared partner funding program is established and in place.

TRCPC Responsibilities:

The Treasure Coast Regional Planning Council and/or its subcontractor will work with the Division of Emergency Management and the Partnership Executive Committee to:

- organize and facilitate meetings of the Partnership Executive Committee and the Working Groups
- assist business and NGO recruitment efforts of the working groups
- establish and maintain productive working relationships between the local partnership and outside governmental, non-governmental and business entities, and
- facilitate the development and implementation of priority partnership initiatives

Representative Initiatives:

- Work with the Partnership Executive Committee and the chairs of the Government, NGO, and Business Partner Working Groups to recruit partner organizations.
- Develop an emergency communication capability to serve the business community before, during, and after disasters
- Create a database of businesses containing contact information, property information that can be used in damage assessments, lists of business resources and capabilities that can be mobilized in support of disaster recovery, etc.
- Develop a credentialing and training program for early entry business damage assessment teams
- Refine and expand financial and non-financial assistance services to be offered through a one stop Business Disaster Recovery Center
- Explore the efficacy of training local displaced workers for recovery work rather than depending on outsiders
- Explore the efficacy of pre-qualified accelerated commercial disaster loans to businesses through a banking consortium
- Promote business-to-business mutual aid agreements, including the sharing of facilities, equipment, systems, personnel, etc.
- Identify and maintain a database of potential temporary and replacement housing for victimized businesses
- Develop strategies and incentives for retaining core businesses in the community after disasters
- Fully integrate the Emergency Support Function (ESF)18 function into the County's emergency management process
- Develop procedures for expediting and facilitating government, NGO and business assistance

Deliverables to PERI:

The grantee (Palm Beach County Division of Emergency Management) agrees by year end 2007 to prepare one or more papers/articles for PERI use and posting on the PERI website, sharing progress and lessons learned, describing the strategies and initiatives resulting from partnership efforts, and offering guidance to other communities who may take on similar initiatives. In accordance with verbal agreements, this information will also be shared with the Florida Department of Community Affairs, Enterprise Florida, and other supporting partner organizations.

Intended Use of PERI Funds

It is difficult to provide accurate budget line items at this time. The pace of partnership development will impact expenditures as will the order of initiatives undertaken. Palm Beach County proposes to submit documentation to substantiate all expenditures.

The primary cost items will include:

- Labor costs for the temporary liaison services
- Business partner recruitment
- Working group planning sessions
- Partner orientation functions
- Integration of public-private partnership initiatives with other community strategic initiatives like the Fusion Center, the National Incident Management System (NIMS), the Post Disaster Redevelopment Plan, the Comprehensive Emergency Management Plan, and the County's Strategic Economic Development Plan

Budget:

PERI funds, not to exceed a total of \$25,000, will be paid to TCRPC to provide gap coverage of labor costs and associated expenses associated with the above activities until either 1) the permanent liaison position is funded or 2) supplementary grant funds are secured. In-kind County staff time and services and partner services will be used to supplement the PERI grant funds in the accomplishment of the above tasks and to accomplish any items remaining after depletion of PERI grant funds.

Treasure Coast Regional Planning Council is free to submit one or more invoices (with substantiating documentation) against the PERI grant to the Palm Beach County Division of Emergency Management as they deem practical.

Exhibit A

PROJECT STAFFING

Treasure Coast Regional Planning Council will staff the partnership project, as appropriate, with the following personnel or technical equivalents:

Bio for Terry L. Hess

Terry L. Hess
Deputy Director
Treasure Coast Regional Planning Council
301 East Ocean Boulevard, Suite 300
Stuart, Florida 34994
Phone: (772) 221-4060
Fax: (772) 221-4067
Email: thess@tcrpc.org

Terry Hess is currently the Deputy Director for the Treasure Coast Regional Planning Council (TCRPC). He has been with the Council since 1988. Mr. Hess has worked for local government and regional planning agencies in Pennsylvania, Connecticut, and Florida during his 30 years in the planning field. He received an M.S. in Geography from Penn State University in 1977, is a Charter Member of the American Planning Association, and achieved the American Institute of Certified Planners (AICP) Certification in 1986.

As Deputy Director, he is responsible for oversight and administration of all TCRPC Planning Programs and activities. He served as the Project Coordinator for the Regional Land Use Study for Martin and St. Lucie Counties.

Bio for Kathryn Boer

Katherine Boer
Emergency Programs Coordinator
Treasure Coast Regional Planning Council
301 East Ocean Boulevard, Suite 300
Stuart, Florida 34994
Phone: (772) 221-4060
Fax: (772) 221-4067
Email: kboer@tcrpc.org

Kathryn Boer is the Emergency Programs Coordinator for the Treasure Coast Regional Planning Council (TCRPC). As the Emergency Programs Coordinator she is responsible for development of operational plans, exercises and training as needed by local response and recovery agencies within the region. Programs administered include Hazards Materials Analyses, the District 10 Local Emergency Planning Committee (LEPC) and the Hazards Materials Emergency Preparedness Grant. Ms. Boer also serves as a Logistics co-chair and the Emergency Management Planner for the Central Florida Regional Domestic Security Task Force (CFRDSTF).

Ms. Boer earned a BA in International Studies with a minor in History and a Masters in Public Administration from the University of North Florida. She served with the United States Navy at Naval Air Station Cecil Field, Jacksonville, FL as an Aviation Support Technician.

Bio for Greg Vaday

Greg Vaday
Economic Development Coordinator
Treasure Coast Regional Planning Council
301 East Ocean Boulevard, Suite 300
Stuart, Florida 34994
Phone: (772) 221-4060
Fax: (772) 221-4067
Email: gvaday@tcrpc.org

Greg Vaday is the Economic Development Coordinator for the Treasure Coast Regional Planning Council, which covers Palm Beach, Martin, St. Lucie and Indian River Counties. He administers Council's economic development program which is federally funded by the U.S. Economic Development Administration. He provides technical assistance to local governments in obtaining grants for public works, planning and community development projects. He also responsible for coordinating the preparation of the Comprehensive Economic Development Strategy for the region which emphasizes small business development and entrepreneurship.

Mr. Vaday also administers the Treasure Coast Brownfields Program. This program provides environmental assessment and cleanup assistance to local governments interested in redeveloping brownfield sites in their jurisdictions.

He received a bachelor's degree in Urban and Economic Geography from the University of Toronto and a master's degree in Urban and Regional Planning from Florida State University. He is a member of the American Planning Association and the American Institute of Certified Planners.

Bio for Alan W. Campbell (Contractor)

Alan W. Campbell
President
Alan W. Campbell & Associates
6980 41st Avenue North
Riviera Beach, Florida 33404
Phone: (561) 574-8097
Email: aljan@hotmail.com

Alan Campbell provides professional contract and project management services to public and private sector client organizations. A primary specialty area is business disaster preparedness and recovery.

Since 2000 he has led or contributed to numerous projects for Palm Beach County and other area clients. He assisted Palm Beach County Division of Emergency Management with the establishment of its early business preparedness program initiatives, including the development and delivery of curricula for business survival and recovery planning, with an emphasis on small businesses. He prepared website and CD delivery systems to supplement county sponsored training workshops and to reach a broader segment of the business community. He also assisted Emergency Management test the efficacy of public-private partnerships under grants from the Florida Department of Community Affairs and the U.S. Economic Development Administration. Alan was a principal in the development of the county's groundbreaking Post Disaster Redevelopment Plan and the formation of the current Public-Private Partnership initiative. Most recently he was a consultant in support of public outreach initiatives relating to the Herbert Hoover Dike Breach Evacuation and Sheltering Plan.

Alan brings a valuable combination of senior level private and public sector experience and expertise to his assignments. While employed as a senior level manager by Tropical Shipping (1973 – 1995), Mr. Campbell amassed valuable hands-on private sector disaster preparedness and recovery experience in the Bahamas, Virgin Islands and Caribbean.

Mr. Campbell's education includes a major in Business Administration at Dickinson College and an A.A. degree in Communications from Harrisburg Area Community College. He is also a graduate of IBM's Business Systems Planning Program and the Phillip Crosby & Associates Quality College.