

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 15, 2009

Consent Regular
 Workshop Public Hearing

Department

Submitted By: PUBLIC SAFETY
Submitted For: EMERGENCY MANAGEMENT

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: **Receive and File** an executed contract with Palm Beach Medical Society Services to provide \$50,000 from September 22, 2009 through May 31, 2011 to provide 900 Anti-viral Treatment Unit Courses and related equipment as approved by the Urban Area Security Initiative (UASI) grant.

Summary: The County was awarded \$451,337 from the US Department of Homeland Security 2008 Grant through the Fort Lauderdale Urban Area Security Initiative (UASI). Two projects totaling \$100,000 were awarded to the Palm Beach Medical Services Society as part of the total 2008 UASI Grant funding. This contract provides the mechanism to establish the grant award for \$50,000 associated with the first of the two projects to Palm Beach Medical Society Services. Resolution R-2006-2669 approved by the Board of County Commissioners on December 05, 2006 authorized the County Administrator or his designee to execute standard UASI sub-grant agreements with various governmental and private agencies on behalf of the Board of County Commissioners. **No County match is required. Countywide (GB)**

Background and Policy Issues: In early 2006, the Fort Lauderdale UASI was credited with the State of Florida and the Federal Department of Homeland Security established a new Urban Area for Security Initiatives (UASI). This new UASI was created using the cities of Fort Lauderdale, Miramar, Miami Gardens, Hollywood, and Coral Springs as the core cities. At the first organizational meeting of UASI, the core cities invited the Counties of Broward and Palm Beach to participate as equal partners. Subsequently, the City of Coral Springs and the Sheriff's Office of Broward and Palm Beach Counties were also invited to participate as equal partners. The City of Miramar accepted the duties and responsibilities of representing the UASI to the State and Federal Governments as the UASI's fiscal agent and point of contact. This has been the third year that Palm Beach County received a UASI Grant and the County can anticipate additional new UASI Grant allocations on annually.

Attachments:

- 1) Contract with Palm Beach Medical Society Services

Recommended and Approved: *Vincent J. Bonventre* 11/18/09
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | <u>2010</u> | <u>2011</u> | <u>2012</u> | <u>2013</u> | <u>2014</u> |
|--|--------------------|--------------------|--------------------|--------------------|--------------------|
| Capital Expenditures | _____ | _____ | _____ | _____ | _____ |
| Operating Costs | <u>50,000.</u> | _____ | _____ | _____ | _____ |
| External Revenues | <u>(50,000.)</u> | _____ | _____ | _____ | _____ |
| Program Income (County) | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | _____ | _____ | _____ | _____ |
| NET FISCAL IMPACT | <u><u>-0-</u></u> | <u>_____</u> | <u>_____</u> | <u>_____</u> | <u>_____</u> |
| # ADDITIONAL FTE POSITIONS (Cumulative) | <u>- 0 -</u> | _____ | _____ | _____ | _____ |

Is Item Included In Current Budget? Yes X No _____
Budget Account No.: Fund 1427 Department 662 Unit 7352 Object 8201
Revenue: Fund 1427 Department 662 Unit 7352 Rev. Source 3129

B. Recommended Sources of Funds/Summary of Fiscal Impact:

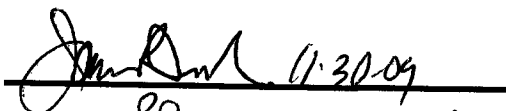
Funding is provided by the Urban Area for Security Initiatives (UASI) Grant for FY 2008 received through the City of Miramar, Florida, fiscal agent for UASI in this area. A Memorandum of Agreement with the City of Miramar covering the full UASI Grant allocation of \$451,337 to Palm Beach County as well as the related Budget Amendment and Budget Transfer relating to this sub-grant with the Palm Beach Medical Society Services in the amount of \$100,000 were originally approved by the Board of County Commissioners by Agenda Item 3.X.2. on June 16, 2009 then later re-established in the County's FY 2010 Budget for Fund 1427 during October 2009. Funding availability will continue through May 31, 2011.

C. Departmental Fiscal Review:



III. REVIEW COMMENTS

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

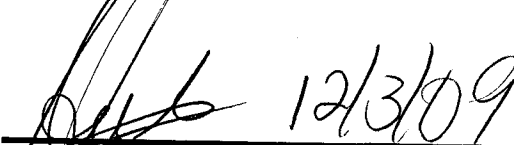


 OFMB *11/25/09* *PM 11/19/09*



 Contract Development & Control

B. Legal Sufficiency:



 Assistant County Attorney

C. Other Department Review:

 Department Director

This Contract is made as of the 22 day of Sept, 2009, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "COUNTY", and Palm Beach Medical Society Services, a not-for profit corporation authorized to do business in the State of Florida, hereinafter referred to as the "AGENCY", whose Federal I.D. is 65-1048299.

In consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

WHEREAS, the federal government created the Ft. Lauderdale Urban Area Security Initiative (UASI) which consists of the core cities of Fort Lauderdale, Miramar, Hollywood, Pembroke Pines, and Miami Gardens; and

WHEREAS, the Ft. Lauderdale UASI invited the Palm Beach County Board of County Commissioners and the Sheriff of Palm Beach County to participate in the Ft. Lauderdale UASI as equal partners with its core cities; and

WHEREAS, the Ft. Lauderdale UASI has identified the City of Miramar as its fiscal agent in all dealings related to the UASI; and

WHEREAS, the Ft. Lauderdale UASI, through the City of Miramar, will provide \$451,337 (Four Hundred Fifty One Thousand Three Hundred Thirty Seven Dollars) as a portion of the FY2008 UASI Grant funds to Palm Beach County as a sub-grantee; and

WHEREAS, the Palm Beach Medical Society Services has been identified as a recipient of \$50,000 (Fifty Thousand Dollars) of the funds granted to Palm Beach County.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

Article 1. Purpose

This Contract delineates the responsibilities of the AGENCY for activities under FY2008 Urban Area Security Initiative (UASI) which was made available by the U.S. Department of Homeland Security, through the Office for Domestic Preparedness and the State of Florida.

Article 2. Scope

The provisions of this Contract apply to FY2008 UASI activities to be performed at the request of the federal government, and in conjunction with, preparation for, or in anticipation of, a terrorist event, as expressed in Attachment 1, Scope of Work.

Article 3. Palm Beach Medical Society Services agrees to:

A. Submit a detailed budget conforming to the Scope of Work (Attachment 1) prior to initiating any work or purchase of equipment, goods, or services.

B. Submit an acknowledgement that the AGENCY complies with the requirements identified/established by the National Incident Management System (NIMS) and the National Response Plan (NRP).

C. Comply with reporting requirements identified in Attachment 2.

D. Maintain items purchased in working order for the life of the items.

E. If appropriate, provide the purchased items to the UASI for mutual aid allocation to other governmental agencies within the UASI region.

F. Complete the project as soon as possible, and no later than the termination date set forth herein.

G. Submit a Final Invoice. In order for both parties to close their books and records, the AGENCY will clearly state "final invoice" on the AGENCY's final/last billing to the COUNTY. This shall constitute AGENCY's certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the AGENCY.

H. 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 AGENCY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

I. 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 Contract. 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 AGENCY's place of business.

J. Comply with the requirements of the UASI Grant Program FY2008 and the terms, conditions, certifications and other requirements contained in the Federally-Funded Subgrant Agreement between the State of Florida, Division of Emergency Management, and the City of Miramar, attached hereto as Attachment 3, including but not limited to budget authorizations, required accounting and reporting on fund usage, use of funds only for the intended purpose and tracking of federally funded assets.

Article 4. Palm Beach County agrees to:

A. Review invoices received from the AGENCY pursuant to this Contract. Invoices will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the UASI fiscal agent for review and approval. Upon approval by the UASI, the COUNTY will send the AGENCY'S approved invoice to the COUNTY's Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's submittal. Invoices not approved will be returned to AGENCY for correction and resubmittal.

B. Reimburse AGENCY an amount not to exceed \$50,000 (Fifty Thousand Dollars) when properly invoiced.

Article 5. Term of Contract and Obligation to Pay

A. The term of this Contract commences upon execution by the AGENCY and COUNTY and terminates on May 31, 2011 unless otherwise extended upon the written agreement of each party.

B. The COUNTY's performance and obligation to pay under this Contract for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

Article 6. Liability

Each party to this Contract shall be liable for its own actions and negligence and, to the extent permitted by law, COUNTY shall be responsible to the AGENCY for any actions, claims or damages arising out of COUNTY's negligence in connection with this Contract, and AGENCY shall be responsible to COUNTY for any actions, claims, or damages arising out of AGENCY's negligence in connection with the Contract. The foregoing shall not constitute the COUNTY's waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, or of any defense available to either party.

Article 7. Indemnification

The AGENCY 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 Contract or due to the acts or omissions of AGENCY.

Article 8. Successors and Assigns

The COUNTY and the AGENCY 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 Contract. Except as above, neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this Contract 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 COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the AGENCY.

Article 9. Remedies

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract 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.

Article 10. Insurance

- A. AGENCY shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. AGENCY shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by AGENCY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the Contract.
- B. **Commercial General Liability** AGENCY shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. AGENCY shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** AGENCY shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event AGENCY doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing AGENCY to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. AGENCY shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** AGENCY shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. AGENCY shall provide this coverage on a primary basis.

- E. **Professional Liability** AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of AGENCY'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, AGENCY shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, AGENCY shall purchase a SERP with a minimum reporting period not less than 3 years. AGENCY shall provide this coverage on a primary basis.
- F. **Additional Insured** AGENCY shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." AGENCY shall provide the Additional Insured endorsements coverage on a primary basis.
- G. **Waiver of Subrogation** AGENCY hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then AGENCY shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should AGENCY enter into such an agreement on a pre-loss basis.
- H. **Certificate(s) of Insurance** Prior to execution of this Contract, AGENCY shall deliver to the COUNTY'S representative as identified in Article 16, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to
- Palm Beach County
c/o Department of Public Safety
20 South Military Trail
West Palm Beach, FL 33415
- I. **Umbrella or Excess Liability** If necessary, AGENCY may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

- J. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

Article 11. Non-Discrimination

The Parties shall not discriminate on the basis of race, age, religion, color, gender, ancestry, national origin, marital status, disability or sexual orientation.

Article 12. Modifications of Work

This Contract may be modified or amended only by mutual written consent of the Parties.

Article 13. Independent Contractor Relationship

The AGENCY is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the AGENCY'S sole direction, supervision, and control. The AGENCY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AGENCY'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 AGENCY does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

Article 14. Contingent Fees

The AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the AGENCY to solicit or secure this Contract 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 AGENCY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

Article 15. No Third Party Beneficiaries

This Contract and the provisions hereof are for the exclusive benefit of the Parties hereto and their affiliates and not for the benefit of any third person, nor shall this Contract be deemed to confer or have conferred any rights, express or implied, upon any other third person.

Article 16. Notices

Any notices to be provided hereunder shall be in writing and given by personal service, mailing the same by United States certified mail, return receipt requested, and postage prepaid or a nationally recognized overnight carrier, addressed as follows:

If to COUNTY to:

Vince Bonvento
Assistant County Administrator & Director
Department of Public Safety
20 South Military Trail
West Palm Beach, FL 33415

With a copy to:

Palm Beach County Attorney's Office
301 North Olive Ave, 6th Floor
West Palm Beach, FL 33401

If to AGENCY to:

Tenna Wiles
Chief Executive Officer,
Palm Beach Medical Society Services

Article 17. Severability

The invalidity or unenforceability of any provision or clause hereof shall in no way effect the validity or enforceability of any other clause or provision hereof.

Article 18. Waiver and Delay

No waiver or delay of any provision of this Contract at any time will be deemed a waiver of any other provision of this Contract at such time or will be deemed a waiver of such provision at any other time.

Article 19. Assignment; Binding Contract

Neither party shall assign this Contract without the written consent of the other party, which consent shall not be unreasonably withheld or delayed. This Contract shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

Article 20. Governing Law and Venue

This Contract shall be construed in accordance with the laws of the State of Florida. Any dispute arising with respect to this Contract is subject to the laws of Florida. Venue shall lie in Palm Beach County, Florida.

Article 21. Entirety of Contractual Agreement

The COUNTY and AGENCY agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 12-Modifications of Work.

Article 22. Termination

This Contract may be terminated without cause by either party to the Contract upon sixty (60) days written notice to the other party.

Article 23. Criminal History Records Check

The AGENCY shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if AGENCY'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The AGENCY 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 AGENCY shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

Article 24. Regulations, Licensing Requirements

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. AGENCY 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.

IN WITNESS WHEREOF, the AGENCY has caused this Contract to be executed by its Executive Director, and the COUNTY has caused the Contract to be executed on behalf of its Board of County Commissioners.

PALM BEACH MEDICAL SOCIETY SERVICES

By: Tenna Wiles
Tenna Wiles,
Chief Executive Officer
Palm Beach Medical Society Services

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

By: Vince Bonvento
Vince Bonvento,
Assistant County Administrator
AND Director of Public Safety
Department

ATTEST: [Signature]
DATE: 9/22/09
By: [Signature]
TITLE
Dir Disaster Services

SHARON R. BOCK, CLERK & COMPTROLLER

By: _____
Deputy Clerk

ATTEST: Deanna Lessard
DATE: 9/22/09
By: Deanna Lessard
TITLE
Director member services
(corporate seal)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
Assistant County Attorney

ATTACHMENT 1

**SCOPE OF WORK
PALM BEACH MEDICAL SOCIETY SERVICES
HERC Hazardous Material and Evacuation Training,
Exercise and Equipment Project**

The Palm Beach County Medical Society enters into this contract and accepts this \$50,000 FY2008 UASI Grant sub-grant allocation from the Public Safety Department of Palm Beach County on behalf of the Healthcare Emergency Response Coalition (HERC) of Palm Beach County to fund this project. This project, the HERC Hazardous Material and Evacuation Training & Exercise and Equipment Project, is a comprehensive and county-wide training, equipment and anti-viral vaccine project.

HERC, established in 2001, represents the 15 hospitals in Palm Beach County and all the critical emergency response agencies and partners (i.e., emergency management, law enforcement, the Health Care District, Health Department, fire-rescue, Medical Reserve Corps and its physicians).

**HERC - HAZARDOUS MATERIAL AND EVACUATION TRAINING
EXERCISE AND EQUIPMENT PROJECT COMPONENTS DEFINITION:**

This project will provide initial implementation of HERC training for healthcare workforce protection to support development of model practices that can be utilized by all 15 hospitals and associated emergency response agencies. Training will provide approximately 900 Anti-viral Treatment Unit Courses (Unit= 10 day course of treatment). It is estimated that this project will cost \$180,000 in total. HERC will be responsible for the payment of all project costs in excess of the total sub-grant award from the Public Service Department of Palm Beach County.

| | COST |
|------------------------------|-------------------------|
| Training Component | \$ 3,000 |
| Required Equipment | <u>\$ 47,000</u> |
| Total Sub-Grant Award | \$50,000 |

ATTACHMENT 2

Reimbursement of Expenses

In order for the authorized expenses to be reimbursed, the documentation in support of the expenses must be submitted to the Palm Beach County Public Safety Department. Examples of documentation are as follows:

- Executed Contracts
- Purchase Requisitions
- Purchase Order
- Paid Invoice
- Copies of checks
- Serial Number of Equipment Purchased
- Authorized Equipment List (AEL) Number
- Equipment Custodian
- Equipment Location
- Photographs of Equipment

Reimbursement claims are first submitted to the City of Miramar for submission to the Florida Department of Emergency Management (FDEM) for approval/