

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date:	July 20, 2010	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: Public Safety
Submitted For: Emergency Management

I. EXECUTIVE BRIEF

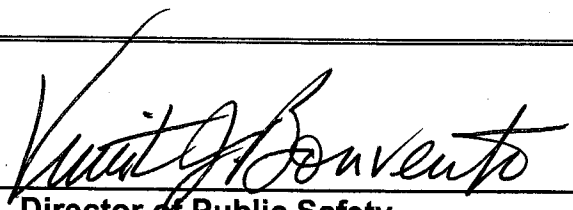
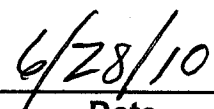
Motion and Title: Staff recommends motion to: **Receive and File** an executed interlocal agreement with the American Red Cross Greater Palm Beach Area Chapter to provide grant project funding in the amount of \$35,000 from July 20, 2010 through March 19, 2011 for conducting four (4) all hazards preparedness events; a volunteer recruitment event; disaster education awareness programs for Citizen Corps members and volunteers; and advanced training for CERT volunteers as approved by the 2008 Fort Lauderdale Urban Area Security Initiative (UASI) Grant contract between the City of Miramar and Palm Beach County.

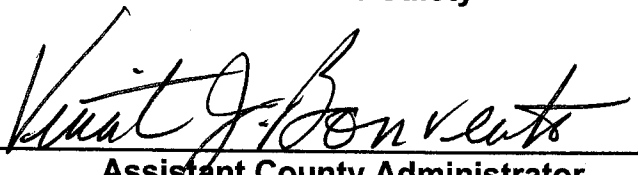
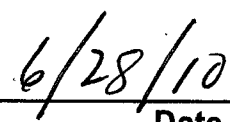
Summary: The County was awarded \$105,000 from the US Department of Homeland Security 2008 Grant through the Fort Lauderdale UASI for Citizen Corps projects (R2009-1926). Two projects totaling \$35,000 were awarded for Citizen Corps preparedness events. This interlocal agreement provides the mechanism to establish the grant award to the American Red Cross Greater Palm Beach Area Chapter. Resolution R2006-2669 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 Justification: In early 2006, the Fort Lauderdale UASI was created by the State of Florida and the Federal Department of Homeland Security to establish a new Urban Area for Security Initiatives. 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. Fiscal Year 2008 was the third year that Palm Beach County received this grant. The UASI grant is now awarded on an annual basis by the Federal Government through the State of Florida.

Attachments:

1. Interlocal Agreement with the American Red Cross Greater Palm Beach Area Chapter

RECOMMENDED BY:			
	Director of Public Safety	Date	

APPROVED BY:			
	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	\$8,750	\$26,250			
External Revenues	(\$ 8,750)	(\$26,250)			
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	* 0	0			
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0		

Is Item Included In Current Budget? Yes X No

Budget Account Exp No: Fund 1427 Department 662 Unit 7352 Object 8201
 Rev No: Fund 1427 Department 662 Unit 7352 Rev.Source 3129

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

Fund: Urban Area Security Initiative
 Unit: UASI 2008

Stephanie Lejroha 6/28/10
 III REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

*No net fiscal impact.

[Signature] 7/7/10
 OFMB MC 7-2-10 7/11/10

[Signature] 7/7/10
 Contract Administration

B. Legal Sufficiency:

[Signature] 7/9/10
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

AGREEMENT
DEM and RED CROSS Partnership Initiative

This AGREEMENT is made as of the _____ day of _____, 2010 by and between Palm Beach Division of Emergency Management (hereinafter "DEM") and the American Red Cross Greater Palm Beach Area Chapter, a not for profit corporation authorized to do business in the State of Florida, (hereinafter "RED CROSS").

WHEREAS, The United States Department of Homeland Security (DHS), through the Office of Grants and Training (OG&T), is providing financial assistance to the Fort Lauderdale Urban Area through the FY2008 Urban Area Security Initiative (UASI) Grant Program in the amount \$6,580,000 dollars; and

WHEREAS, the Sponsoring Agency is the coordinating agent for the Fort Lauderdale FY 2008 UASI Grant Program; and

WHEREAS, the OG&T requires that the urban areas selected for funding take a regional metropolitan area approach to the development and implementation of the FY 2008 UASI Grant Program and involve core cities, core counties, contiguous jurisdictions, mutual aid partners, and State agencies; and

WHEREAS, the Fort Lauderdale Urban Area has been defined as the City of Miramar, City of Miami Gardens, City of Fort Lauderdale, City of Hollywood, City of Pembroke Pines, City of Coral Springs, City of Sunrise, Broward County and Palm Beach County; and the Fort Lauderdale Urban Area Working Group includes the foregoing agencies as well as the Broward Sheriff's Office, the Palm Beach County Sheriff's Office, the Miami-Dade County Police Department and the State Administrative Agency, represented by the Florida Department of Law Enforcement; and

WHEREAS, the City of Miramar anticipates that it will be sub-granting a portion of the funds to the cities and counties listed above, as well as to the Broward Sheriff's Office and the Palm Beach County Sheriff's Office, as members of the Fort Lauderdale UASI in accordance with the FY 2008 UASI Grant Program; and

WHEREAS, the City Commission of the City of Miramar, by Resolution No. 09-97, adopted on February 18, 2009, has approved the execution of the Federally-Funded Sub-grant Agreement with the State of Florida, and has authorized the City Manager to enter into this Agreement with each Participating Agency on behalf of the City of Miramar; and

WHEREAS, the Sponsoring Agency wishes to work with the Participating Agencies through the Urban Area Working Group process to enhance the ability of Miramar and its surrounding jurisdictions to respond to a terrorist threat or act; and

WHEREAS, the Palm Beach County Commission approved the execution of the City of Miramar Federally-Funded Sub-grant agreement with Palm Beach County at its Commission meeting on November 3, 2009, and has authorized DEM to enter into this agreement with each Palm County participating agency including the RED CROSS on behalf of the County; and

WHEREAS, the purpose of this partnership initiative is to enhance emergency management resources in a partnership with DEM and RED CROSS to improve the current system for collaboration, coordination and emergency preparedness education for all citizens within the county. This partnership initiative will enhance a strong organizational structure through which Palm Beach County can best prepare, respond, recover and mitigate against all hazards; and

WHEREAS, the RED CROSS has served as a partner in community health and disaster education since 1917 and DEM have traditionally focused on preparedness education activities in a reactive as opposed to a proactive approach which has hindered information dissemination, resource sharing, funding opportunities and educational collaborations. The continuance of a reactive approach to all hazards is not conducive to assist the citizens of Palm Beach DEM to be prepared in times of disaster; and

WHEREAS, by enhancing the partnership and focusing in a proactive approach; information, resources, collaborations and funding opportunities will be researched and sought to benefit the programs and services to citizens of Palm Beach County.

Now therefore, in consideration of the mutual promises contained herein, the DEM and the RED CROSS agree as follows:

ARTICLE 1 - SERVICES

The RED CROSS responsibility under this AGREEMENT is to enhance emergency management resources in a partnership with DEM to improve the current system for collaboration, coordination and emergency preparedness education for all citizens within the county. This partnership initiative will enhance a strong organizational structure through which Palm Beach County can best prepare, respond, recover and mitigate against all hazards, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The DEM'S representative/liaison during the performance of this AGREEMENT shall be, Mary Blakeney, Assistant Operations Manager, Palm Beach DEM Public Safety Department/Division of Emergency Management, (561) 712-6400.

The RED CROSS representative/liaison during the performance of this AGREEMENT shall be, Tyrene Morgans, Director Human Resources, American Red Cross Greater Palm Beach Area Chapter, (561) 650-9105.

ARTICLE 2 - SCHEDULE

The RED CROSS shall commence services upon the execution of the AGREEMENT and will complete all services within eight (8) months from date of execution of the AGREEMENT.

Scope Reports and other items shall be delivered or completed in accordance with as set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO RED CROSS

- A. The total amount to be paid by the DEM under this AGREEMENT for all services (on an open basis purchase order "as needed" basis) shall not exceed a total AGREEMENT amount

of thirty five thousand (35,000.00) dollars. The RED CROSS shall notify the DEM's representative in writing when 90% of the "not to exceed amount" has been reached. The RED CROSS will bill the DEM, at the fixed rates set forth in Exhibit A, for services rendered toward the completion of the Scope of Work/Services.

- B. Invoices received from the RED CROSS pursuant to this AGREEMENT will be reviewed and approved by the DEM's representative, to verify that services have been rendered in conformity with the AGREEMENT. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the DEM representative's approval.
- C. Final Invoice: In order for both parties herein to close their books and records, the RED CROSS will clearly state "final invoice" on the RED CROSS'S final/last billing to the DEM. This shall constitute RED CROSS'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach DEM. Any other charges not properly included on this final invoice are waived by the RED CROSS.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this AGREEMENT by the RED CROSS shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this AGREEMENT are accurate, complete and current as of the date of the AGREEMENT and no higher than those charged the RED CROSS'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the DEM determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside RED CROSSs. The DEM shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This AGREEMENT may be terminated by the RED CROSS upon twenty (20) days prior written notice to the DEM's representative in the event of substantial failure by the DEM to perform in accordance with the terms of this AGREEMENT through no fault of the RED CROSS. It may also be terminated, in whole or in part, by DEM within five (5) business days written notice to the RED CROSS for cause or without cause upon ten (10) business days written notice to the RED CROSS. Unless the RED CROSS is in breach of this AGREEMENT, the RED CROSS shall be paid for services rendered to the DEM's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the DEM the RED CROSS shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and agreements relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the DEM.

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The RED CROSS 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 agreement relationship with the DEM.

All of the services required herein under shall be performed by the RED CROSS 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 RED CROSS' key personnel, as may be listed in Exhibit "A", must be made known to the DEM'S representative and written approval must be granted by the DEM's representative before said change or substitution can become effective.

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

All of the RED CROSS' personnel (and all Sub agreements) while on DEM premises will comply with all DEM requirements governing conduct, safety and security.

ARTICLE 7 – SUB-GRANTEE

The DEM reserves the right to accept the use of a sub-grantee or to reject the selection of a particular sub-grantee or and to inspect all facilities of any sub-grantee in order to make a determination as to the capability of the sub-grantee or to perform properly under this sub-agreement. The RED CROSS is encouraged to seek additional small business enterprises for participation in sub-agreement opportunities. If the RED CROSS uses any sub-grantee on this project the following provisions of this Article shall apply:

If a sub-grantee fails to perform or make progress, as required by this AGREEMENT, and it is necessary to replace the sub-grantee or to complete the work in a timely fashion, the RED CROSS shall promptly do so, subject to acceptance of the new sub-grantee by the DEM.

The Palm Beach DEM Board of DEM Commissioners has established a minimum goal for SBE participation of 15% on all DEM solicitations.

The RED CROSS agrees to abide by all provisions of the Palm Beach DEM Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of AGREEMENT.

The RED CROSS understands that each SBE firm utilized on this AGREEMENT must be certified by Palm Beach DEM in order to be counted toward the SBE participation goal.

The RED CROSS shall provide the DEM with a copy of the RED CROSS' sub-grantee with any SBE sub-agreement or any other related documentation upon request.

The RED CROSS understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this AGREEMENT as it relates to the use of SBE firms.

The RED CROSS will only be permitted to replace a certified SBE sub-grantee or who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this AGREEMENT. Requests for substitutions of SBE's must be submitted to the DEM's representative and to the Office of Small Business Assistance.

The RED CROSS shall be required to submit to the DEM Schedule 1 (Participation of SBE-M/WBE RED CROSSs) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The RED CROSS agrees to maintain all relevant records and information necessary to document compliance pursuant to Palm Beach DEM Code, Chapter 2, Article III, Sections 2-71 through 2-80.13 and any revisions thereto, and will allow the DEM to inspect such records.

ARTICLE 8 - FEDERAL AND STATE TAX

The DEM is exempt from payment of Florida State Sales and Use Taxes. The DEM will sign an exemption certificate submitted by the RED CROSS. The RED CROSS shall not be exempted from paying sales tax to its suppliers for materials used to fulfill AGREEMENT obligations with the DEM, nor is the RED CROSS authorized to use the DEM's Tax Exemption Number in securing such materials.

The RED CROSS shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this AGREEMENT.

ARTICLE 9 - AVAILABILITY OF FUNDS

The DEM'S performance and obligation to pay under this AGREEMENT is solely based upon an award grant made by the Fort Lauderdale UASI in accordance with the FY 2008 UASI Grant Program.

ARTICLE 10 - INSURANCE

- A. RED CROSS shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this AGREEMENT, insurance coverage and limits (including endorsements), as described herein. RED CROSS shall agree to provide the DEM with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverage. The requirements contained herein, as well as DEM's review or acceptance of insurance maintained by RED CROSS are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by RED CROSS under the AGREEMENT.
- B. **Commercial General Liability** RED CROSS shall maintain Commercial General Liability

at a limit of liability not less than \$500,000 Per Occurrence Combined Single Limit for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent RED CROSSs, Projects and/or Completed Operations, Personal Injury/Advertising Liability, AGREEMENT Liability and Broad Form Property Damage coverage. Coverage for hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed. Coverage shall not contain any endorsement excluding AGREEMENT Liability or Cross Liability unless granted in writing by DEM's Risk Management Department. RED CROSS shall provide this coverage on a primary basis.

- C. **Business Automobile Liability** RED CROSS shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 Per Occurrence Combined Single Limit for Bodily Injury and Property Damage Liability. Coverage shall include coverage for all Owned Autos, Hired Autos and Non-owned Autos. (In this context, the term "Autos" is interpreted to mean any land motor vehicle, trailer or semi trailer designed for travel on public roads.).
- D. **Worker's Compensation Insurance & Employers Liability** Workers' Compensation and Employer's Liability coverage is required for all personnel who work on this project. This shall include the personnel of the RED CROSS and any sub-grantee personnel, regardless of the size of the company. Coverage must include Employer's Liability with minimum limits of \$100,000 Each Accident, \$500,000 Disease-Policy Limit, and \$100,000 Disease-Each Employee.
- E. **Additional Insured** RED CROSS shall endorse the DEM and the Palm Beach County Board of County Commissioners as Additional Insured with a CG026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability policy. The Additional Insured endorsement shall read Palm Beach County Division of Emergency Management and Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. RED CROSS shall provide the Additional Insured endorsements coverage on a primary basis.
- F. **Waiver of Subrogation** RED CROSS hereby waives any and all rights of Subrogation against the DEM, 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 RED CROSS 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 RED CROSS enter into such an agreement on a pre-loss basis.
- G. **Certificate(s) of Insurance** Prior to execution of this AGREEMENT, RED CROSS shall deliver to the DEM'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this AGREEMENT 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.

- H. **Umbrella or Excess Liability** If necessary, RED CROSS 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 DEM 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.
- I. **Right to Review** DEM, by and through its Risk Management Department, in cooperation with DEM, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this AGREEMENT. DEM 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 - INDEMNIFICATION

RED CROSS shall protect, defend, reimburse, indemnify and hold DEM, 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 or due to the acts or omissions of RED CROSS.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The DEM and the RED CROSS 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 DEM nor the RED CROSS 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 DEM, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the DEM and the RED CROSS.

ARTICLE 13 - 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 DEM. 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 14 - CONFLICT OF INTEREST

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

The RED CROSS shall promptly notify the DEM's representative, 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 RED CROSS'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 RED CROSS may undertake and request an opinion of the DEM as to whether the association, interest or circumstance would, in the opinion of the DEM, constitute a conflict of interest if entered into by the RED CROSS. The DEM agrees to notify the RED CROSS of its opinion by certified mail within thirty (30) days of receipt of notification by the RED CROSS. If, in the opinion of the DEM, the prospective business association, interest or circumstance would not constitute a conflict of interest by the RED CROSS, the DEM shall so state in the notification and the RED CROSS 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 DEM by the RED CROSS under the terms of this AGREEMENT.

ARTICLE 15 - EXCUSABLE DELAYS

The RED CROSS 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 RED CROSS or its sub-grantee personnel and without their 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 RED CROSS'S request, the DEM shall consider the facts and extent of any failure to perform the work and, if the RED CROSS' failure to perform was without it or its sub-grantee personnel fault or negligence, the AGREEMENT Schedule and/or any other affected provision of this AGREEMENT shall be revised accordingly, subject to the DEM's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

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

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The RED CROSS shall deliver to the DEM'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 DEM 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 DEM or at its expense will be kept confidential by the RED CROSS and will not be disclosed to any other party, directly or indirectly, without the DEM's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this AGREEMENT for or at the DEM'S expense shall be and remain the DEM'S property and may be reproduced and reused at the discretion of the DEM.

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.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The RED CROSS 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 DEM. All persons engaged in any of the work or services performed pursuant to this AGREEMENT shall at all times, and in all places, be subject to the RED CROSS's sole direction, supervision, and control. The RED CROSS shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the RED CROSS's relationship and the relationship of its employees to the DEM shall be that of an Independent CONTRACTOR and not as employees or agents of the DEM.

The RED CROSS does not have the power or authority to bind the DEM in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

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

ARTICLE 20 - ACCESS AND AUDITS

The RED CROSS 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 DEM 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 RED CROSS's place of business.

ARTICLE 21 - NONDISCRIMINATION

The RED CROSS warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity or expression.

ARTICLE 22 - AUTHORITY TO PRACTICE

The RED CROSS 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 DEM's representative upon request.

ARTICLE 23 - 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.

ARTICLE 24- PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this AGREEMENT or performing any work in furtherance hereof, the RED CROSS certifies that it, its affiliates, suppliers, sub-grantee personnel and RED CROSS 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 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 25 - MODIFICATIONS OF WORK

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

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

If the DEM elects to make the change, the DEM shall initiate an AGREEMENT Amendment and the RED CROSS shall not commence work on any such change until such written amendment is signed by the RED CROSS and approved and executed on behalf of Palm Beach DEM.

ARTICLE 26 - NOTICE

All notices required in this AGREEMENT shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the DEM, notices

Shall be addressed to:

**Kathleen M. Scarlett, Director
Palm Beach DEM
Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, Florida 33415**

With copy to:

**Palm Beach DEM Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401**

If sent to the RED CROSS, notices shall be addressed to:

**Charlie McGivern, Interim Chief Executive Officer
American Red Cross Greater Palm Beach Area Chapter
825 Fern Street
West Palm Beach, Florida 33401**

ARTICLE 27 - ENTIRETY OF AGREEMENTUAL AGREEMENT

The DEM and the RED CROSS agree that this AGREEMENT 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 AGREEMENT may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

The RED CROSS shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance (Ordinance), if RED CROSS's employees or sub-grantee personnel are required under this AGREEMENT to enter a critical facility as identified in Resolution R-2003-1274. The RED CROSS acknowledges and agrees that all employees and sub-grantee personnel who are to enter a critical facility will be subject to a fingerprint based criminal history records check. Although DEM agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the RED CROSS shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS:

The RED CROSS shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. RED CROSS 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. Lack of knowledge by the RED CROSS shall in no way be a cause for relief from responsibility. In compliance with Florida Statutes, any toxic substance used by RED CROSS must be accompanied by properly completed Material Safety Data Sheet (MSDS).

ARTICLE 30 – NON EXCLUSIVE:

The DEM reserves the right to acquire some or all of these services through a State of Florida AGREEMENT under the provisions of Section 287.042, Florida Statutes, provided the State of Florida AGREEMENT offer a lower price for the same goods and services. Additionally, Palm Beach DEM reserves the right to award other AGREEMENTs for goods and services falling within the scope of this AGREEMENT when the specifications differ from this AGREEMENT.


ARTICLE 31- PERFORMANCE DURING EMERGENCY:

By entering into this AGREEMENT, RED CROSS agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Palm Beach DEM shall be given “first priority” for all goods and services under this AGREEMENT. RED CROSS agrees to provide all goods and services to Palm Beach DEM throughout the emergency/disaster at the terms, conditions and prices as provided in this AGREEMENT, and with a priority above, a preference over, sales to the private sector. RED CROSS shall furnish a 24 hour phone number to the DEM in the event of such an emergency. Failure to provide the stated priority/preference during an emergency/disaster shall constitute breach of AGREEMENT and made the RED CROSS subject to sanctions from further business with the DEM.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the Director of Purchasing of Palm Beach DEM, Florida has made and executed this AGREEMENT on behalf of the DEM and RED CROSS has hereunto set its hand the day and year above written.

PALM BEACH DEM, FLORIDA FOR ITS
BOARD OF DEM COMMISSIONERS
BY KATHLEEN M. SCARLETT
DIRECTOR OF PURCHASING


Kathleen M. Scarlett, Director

WITNESSES:

Abby E. Widmann
Signature

Abby E. Widmann
Name (type or print)

T. Morgans
Signature

Tyrene Morgans
Name (type or print)

RED CROSS:

American Red Cross
Greater Palm Beach Area Chapter

BY: 
Signature

CHARLIE MCGIVERN
Charlie McGivern

Interim Chief Executive Officer

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

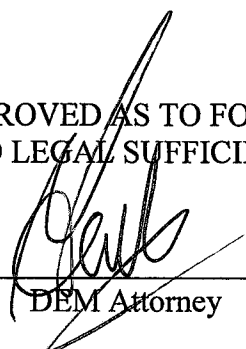
By 
DEM Attorney

EXHIBIT A

Scope of Work

DEM/Red Cross Partnership Initiative

1. PURPOSE

Palm Beach County Division of Emergency Management (hereinafter "DEM") and the American Red Cross Greater Palm Beach Area Chapter (hereinafter "RED CROSS") agree to enter into a DEM/RED CROSS partnership initiative and to adhere to the scope of work as specified herein. The DEM/RED CROSS Partnership Initiative shall include (1) the coordination of a minimum of four all hazards preparedness events, (2) the coordination of a minimum of one volunteer recruitment event (volunteer job fair), (3) the liaison between the Red Cross, DEM and Citizen Corps Council and, (4) advanced training opportunities for existing CERT volunteers.

2. GENERAL INFORMATION

The purpose of this partnership initiative is to enhance emergency management resources in a partnership with DEM and RED CROSS to improve the current system for collaboration, coordination and emergency preparedness education for all citizens within the DEM. This partnership initiative will enhance a strong organizational structure through which Palm Beach DEM can best prepare, respond, recover and mitigate against all hazards.

The RED CROSS has served as a partner in community health and disaster education since 1917 and DEM have traditionally focused on preparedness education activities in a reactive as opposed to a proactive approach which has hindered information dissemination, resource sharing, funding opportunities and educational collaborations. The continuance of a reactive approach to all hazards is not conducive to assist the citizens of Palm Beach DEM to be prepared in times of disaster.

By enhancing the partnership and focusing on a proactive approach; information, resources, collaborations and funding opportunities will be researched and sought to benefit the programs and services to citizens of Palm Beach DEM.

3. OBJECTIVES

The objectives of the DEM/RED CROSS Partnership Initiative shall be implemented as listed below.

1. The coordination of a minimum of four all hazards preparedness events.
2. The coordination of a minimum of one volunteer recruitment event.
3. The liaison between the Red Cross, DEM and Citizen Corps Council.
4. Conduct basic community disaster education disaster preparedness programs on Citizen Corps awareness and volunteerism.

5. Assist The RED CROSS and DEM with Advanced training programs for cross-training of CERT volunteers.
6. Research and develop applications for grant opportunities to sustain and promote collaborative projects.

4. **METHOD OF COMPENSATION / WORK ORDERS**

- a. The DEM shall pay on a firm fixed price basis based upon the satisfactory completion of all services specified in the "Scope of Work" and upon the compensation deadlines listed below. Completion of tasks is contingent upon acceptance by DEM Director or designee.
- b. The RED CROSS shall meet with DEM Director or designee when so requested, and shall provide progress reports at such meetings. These progress reports will be the basis for evaluation and processing of payment.
- c. Compensation deadlines:
 - At the end of the second month of the project: 25% of the awarded quote; (\$8,750).
 - At the end of the fourth month of the project: 25% of the awarded quote; (\$8,750).
 - At the end of the sixth month of the project: 25% of the awarded quote; (\$8,750).
 - At the end of the eighth month of the project: 25% of the awarded quote; (\$8,750).

Upon the satisfactory completion of all services specified herein the DEM shall pay The RED CROSS as per the above compensation guidelines. Completion of tasks is contingent upon acceptance by DEM Director or designee.

5. **OUTLINE OF WORK TASKS AND DELIVERABLES FOR WHICH CONSULTANT SERVICES ARE REQUIRED**

The RED CROSS will perform the following professional emergency management activities:

- a. The Consultant's team and project manager will work cooperatively with DEM Director or designee, to identify project goals, objectives, timelines, and a detailed implementation of DEM/Red Cross Partnership Initiative.
- b. On a weekly basis, the Consultant's team will provide the DEM Director or designee a project status update.
- c. On a monthly basis the Consultant's team will meet with the DEM Director or designee and staff to provide project status updates, receive input and provide updates on project direction.
- d. Coordinate a minimum of four all hazards preparedness events.
- e. Coordinate a minimum of one volunteer recruitment event.

- f. Be the liaison between the Red Cross, DEM and the Citizen Corps Council.
- g. Provide advanced training opportunities for existing CERT volunteers.
- h. Conduct a comprehensive presentation on the project accomplishments, report recommendations and action plans.

6. **RESPONSIBILITIES OF DEM**

DEM will provide the following services and data to the RED CROSS for the performance under this project:

- a. Available data and information, including project objectives, constraints, budgetary limitations, and time restraints.
- b. A copy of the current documents, reports, plans and any other pertinent information as related to the planning and implementation activities of DEM/Red Cross Partnership Initiative.
- c. Available drawings, maps, specifications, schedules, reports, data and other information developed by DEM thus far as related to the planning and implementation of DEM/Red Cross Partnership Initiative.
- d. Available work station(s) and office support for the RED CROSS staff member designated to the project.
- e. Available access to DEM work stations, staff and facilities.

7. **RESPONSIBILITIES OF RED CROSS**

- a. The RED CROSS shall perform only those services directly authorized by the DEM Director or designee.
- b. Progress reports shall be provided monthly and on a needed basis.
- c. The RED CROSS shall assign a staff member on a part time time basis to be on site at the DEM EOC for the entire duration of the project.
- d. The RED CROSS shall address the recommendations in the project from the DEM Director or designee.
- e. All computer analysis will be performed on IBM PC or PC compatible computers utilizing software and analysis techniques approved by the DEM Director or designee.
- f. All documents and support materials developed for DEM will be prepared in Microsoft Office format such as Word, Access, Excel and Power Point.
- g. All Geographical Information System (GIS), if any, related information will be provided in ESRI ARC/INFO format (Version 7.0 or later) and readable in ARC View. The coverage shall be in State Plane Feet NAD83 Zone 3601 and shall be based on the National Grid System where available.
- h. All graphics, if any, shall be provided to DEM in a photo-ready reproducible format. When appropriate, maps and graphics should be prepared using the specified GIS software.
- i. All materials will be provided to DEM in both hard copy and electronic format and in word and PDF format.
- j. The RED CROSS will provide DEM with both hard copy and electronic format of all work products (reports, spreadsheets, data sets, drawings, graphics, etc.) in a format compatible with the DEM's computer systems. Computations based on computer programs other than the DEM's must conform to all DEM accuracy and format requirements. Prior to providing work

products in any other format, The RED CROSS must be granted permission to do so by DEM Director or designee.

8. TASKS AND DELIVERABLES TIMELINE

The RED CROSS shall adhere to the following timeline:

- a. Within seven (7) days of the execution of the agreement schedule a "Kick Off" meeting with DEM Director or designee.
- b. Within seven (7) days of "Kick Off" submit a written project design plan to DEM Director or designee.
- c. On a weekly basis provide project updates to DEM Director or designee.
- d. Hold monthly meetings with DEM Director or designee to discuss project status.
- e. Complete DEM/Red Cross Partnership Initiative within eight months of the execution of the agreement.
- f. At the end of the eighth (8th) month, make a comprehensive presentation to DEM Director or designee on project completion and follow up recommendations.

9. CONDITIONS

- a. The cost for this project is not to exceed the amount of thirty five thousand dollars (\$35,000).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/28/2010

PRODUCER Marsh USA Inc. (Philadelphia) Two Logan Square Philadelphia, PA 19103 215.246.1000 fax 215.246.1399 Attn: Redcross.certrequest@marsh.com 849428-SIR-CAS-10-11 G FL CLIE MOI MAIL		INSURERS AFFORDING COVERAGE	
INSURED GREATER PALM BEACH AREA CHAPTER AMERICAN NATIONAL RED CROSS 825 FERN STREET WEST PALM BEACH, FL 33401		NAIC #	
		INSURER A: Old Republic Insurance Co 24147	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

1

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSUR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$100,000 GENERAL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> SECT <input type="checkbox"/> LOC	MWZZ 50583	07/01/2010	07/01/2011	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/OP AGG \$ INCLUDED
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Auto Physical Damage - <input checked="" type="checkbox"/> Deductible Comp/Col \$1,000	MWTE21083	07/01/2010	07/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/ UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in: NH) If yes, describe under SPECIAL PROVISIONS below OTHER	MWC11670800 (Insured) MWFE146 (FL) MWXS808 (AL, GA, MA, MI, MO, OH, PA, TN, VA)**	07/01/2010 07/01/2010 07/01/2010	07/01/2011 07/01/2011 07/01/2011	<input checked="" type="checkbox"/> WC STATU- DORY LIMITS: OTH- ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: DEM AND RED CROSS INITIATIVE FROM 8/1/10 TO 7/1/11
PALM BEACH COUNTY DIVISION OF EMERGENCY MANAGEMENT AND PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES AND AGENTS ARE INCLUDED AS ADDITIONAL INSURED WITH REGARDS TO COMMERCIAL GENERAL LIABILITY COVERAGE AS PER POLICY BLANKET ADDITIONAL INSURED ENDORSEMENT #CG 20 28 07 04 AND INCLUDED AS ADDITIONAL INSURED ON THE AUTOMOBILE LIABILITY POLICY.

CERTIFICATE HOLDER CLE-002583776-02 DIVISION OF EMERGENCY MANAGEMENT ATTN: JOAN THURMAN 50 SOUTH MILITARY TRAIL SUITE 110 WEST PALM BEACH, FL 33415	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Roger C Fell
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ACORD 25 (2008/01)

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Acord 25 (2009/01)

ADDITIONAL INFORMATION		CLE-002593776-02	DATE (MM/DD/YY) 06/28/2010
PRODUCER Marsh USA Inc. (Philadelphia) Two Logan Square Philadelphia, PA 19103 215.246.1000 fax 215.246.1399 Attn: Redcross.certrequest@marsh.com B49428-SIR-CAS-10-11 G FL CLIE MOI MAIL			
INSURED GREATER PALM BEACH AREA CHAPTER AMERICAN NATIONAL RED CROSS 825 FERN STREET WEST PALM BEACH, FL 33401		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER F:	
		INSURER G:	
		INSURER H:	
		INSURER I:	

TEXT

ATTACHING TO AND FORMING PART OF THE AMERICAN NATIONAL RED CROSS CERTIFICATE OF INSURANCE

AS RESPECTS WORKERS COMPENSATION:

This is to certify that all American National Red Cross units in the following states are currently self insured through the American National Red Cross: Alabama, California, Florida, Georgia, Massachusetts, Michigan, Missouri, Ohio, Pennsylvania, Tennessee, and Virginia.

Workers Compensation Policy #MWC11670800:

Policy for all other states except the monopolistic states of North Dakota, Puerto Rico, Washington, Wyoming and U.S. Virgin Islands and the self-insured states of Alabama, California, Florida, Georgia, Massachusetts, Michigan, Missouri, Ohio, Pennsylvania, Tennessee, and Virginia. Includes Employers Liability for monopolistic states of North Dakota, Puerto Rico, Washington, Wyoming, and U.S. Virgin Islands.

*Specific Excess Workers Compensation Policy #MWFEX146:

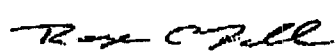
American National Red Cross is self-insured for Workers Compensation in the state of Florida. The Excess Liability limit is subject to a state approved Self-Insured Retention.

**Specific Excess Workers Compensation Policy #MWXS008:

American National Red Cross is self-insured for Workers Compensation in the following states: Alabama, California, Georgia, Massachusetts, Michigan, Missouri, Ohio, Pennsylvania, Tennessee and Virginia. The Excess Liability limits are subject to state approved Self-Insured Retentions.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder.

CERTIFICATE HOLDER

DIVISION OF EMERGENCY MANAGEMENT ATTN: JOAN THURMAN 50 SOUTH MILITARY TRAIL SUITE 110 WEST PALM BEACH, FL 33415	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Roger C Fell 
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