

3X-4

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 1, 2011 [x] Consent [] Regular
[] Ordinance [] Public Hearing

Department: Department of Public Safety
Submitted By: Department of Public Safety
Submitted For: Division of Emergency Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: an executed contract with United Way of Palm Beach County (UWPBC) to provide staffing, exercise materials and logistical support for the Citizen Corps Tabletop Exercise Project in the amount of \$15,000 from February 11, 2011 through May 31, 2011, as approved by the 2008 Fort Lauderdale Urban Area Security Initiative (UASI) Grant contract with the City of Miramar.

Summary: This contract is required because UWPBC is the Lead Agency for the Volunteer and Donation Unit and is responsible for the Citizen Corps Tabletop Exercise Project that will involve multiple agencies/organization across Palm Beach County and Region 7. The County was awarded \$105,000 from the US Department of Homeland Security 2008 Grant through the Fort Lauderdale UASI for Citizen Corp projects (R2009-1926). This Contract provides the mechanism to establish the grant award to the UWPBC. This project will provide the first phase in a three (3) year exercise plan to all Citizen Corps partners to interact with each other and with first responders in real-time simulations, brings teams together from across the region, learn, evaluate their abilities and exercise their skills. The project will consist of a full day table top exercise. 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 Policy Issues: 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.

Attachment: United Way of Palm Beach County Contract

Recommended by: [Signature] Date 2/11/11
Department Director

Approved By: [Signature] Date 2/11/11
Assistant County Administrator

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Capital Expenditures					
Operating Costs	15,000				
External Revenues	(15,000)				
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	<u>0</u>				
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Is Item Included In Current Budget? Yes X No

Budget Account Exp No: Fund 1427 Department 662 Unit 7352 Object Various
 Rev No: Fund 1427 Department 662 Unit 7352 Object 3129

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

Grant-Urban Areas Security Initiative Grant 2008
 Fund-Urban Areas Security Initiative Grant
 Unit-Urban Areas Security Initiative Grant 2008

Departmental Fiscal Review: Stephanie Sepirohs

III. REVIEW COMMENTS

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

[Signature] 2/15/11
 OFMB
 JB 2/15/11
 2/15/11
 2/14/11
 2/14/11

[Signature] 2/15/11
 Contract Administration

B. Legal Sufficiency:

[Signature] 2/14/11
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

This Contract is made as of the 11 day of February, 2011 by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and the United Way of Palm Beach County, a not for profit organization authorized to do business in the State of Florida, hereinafter referred to as AGENCY, whose Federal I.D. is 59-0683258.

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 \$105,000 (One Hundred and Five Thousand) as a portion of the FY2008 UASI Citizen Corps Regional Grant funds to Palm Beach County as a sub-grantee; and

WHEREAS, the United Way of Palm Beach County has been identified as a recipient of \$15,000 (Fifteen Thousand Dollars) of the funds granted to Palm Beach County.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the COUNTY and the AGENCY 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 Exhibit A, Scope of Work, attached hereto and incorporated herein by reference.

ARTICLE 3- UNITED WAY OF PALM BEACH COUNTY AGREES TO:

The AGENCY is assuming responsibility for exercise materials, staffing and logistical support of the day long tabletop Citizen Corps Exercise. The AGENCY will submit to the COUNTY invoices reflecting the costs of support of the Citizen Corps Tabletop Exercise Project. The Scope of Work is identified in Exhibit A.

Nothing in this Contract shall represent a commitment by the COUNTY nor shall be construed as intent by the COUNTY to fund any other costs associated with the Citizen Corps Tabletop Exercise Project other than the costs listed in Exhibit A.

ARTICLE 4 - PALM BEACH COUNTY AGREES TO:

COUNTY shall 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.

COUNTY shall reimburse AGENCY an amount not to exceed \$15,000 (Fifteen 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 - 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 7 - LIABILITY

Each party to this Contract shall be liable for its own actions and negligence and, to the extent permitted by law, 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 8 - 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 9 - 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 10 - 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 11 - 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 12 - 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 13 - NON-DISCRIMINATION

The AGENCY 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, familial status, sexual orientation, gender identity and expression.

ARTICLE 14 - 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 15 - MODIFICATIONS OF WORK

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

ARTICLE 16 - 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 17 - 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 18 - 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.

ARTICLE 19 - 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 20 - 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 21 - 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 22 - 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 23 - TERMINATION

This Contract may be terminated without cause by either party to the Contract upon sixty (60) days written notice to the other party. Should the contract be terminated the AGENT will get paid for all services rendered satisfactorily through the date the contract is effectively terminated.

ARTICLE 24 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Pursuant to Ordinance No. 2009-049, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and to detect waste, corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 25- 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:

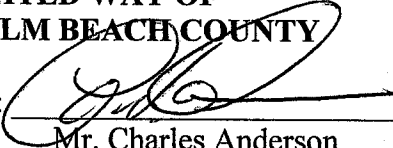
Palm Beach County Attorney's Office
301 North Olive Ave, 6th Floor
West Palm Beach, FL 33401

If to AGENCY to:


Dr. Laurie George
Chief Operating Officer
United Way of Palm Beach County
2600 Quantum Blvd.
Boynton Beach, Florida 33426

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.

**UNITED WAY OF
PALM BEACH COUNTY**

By: 
Mr. Charles Anderson
Chief Executive Officer
United Way of Palm Beach County

**PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS**

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

ATTEST: Lavin George

DATE: 2/11/11

By: Chief operating officer
TITLE

ATTEST: Jennifer Beel

DATE: 2/11/11

By: Director
TITLE

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
Assistant County Attorney

(corporate seal)

EXHIBIT A

**SCOPE OF WORK
UNITED WAY OF PALM BEACH COUNTY
Palm Beach County Citizen Corps Tabletop Exercise Project**

The United Way of Palm Beach County enters into this Contract and accepts this \$15,000 FY2008 UASI Grant sub-grant allocation from the Department of Public Safety of Palm Beach County to fund this project. This project, the Palm Beach County Citizen Corps Tabletop Exercise Project, is a comprehensive exercise project that involves multiple agencies/organizations across Palm Beach County and Region 7.

**PALM BEACH COUNTY CITIZEN CORPS TABLETOP EXERCISE PROJECT
COMPONENTS DEFINITION:**

This project will provide the first phase in a three (3) year exercise plan to all Citizen Corps partners to interact with each other and with first responders in real-time simulations, brings teams together from across the region, learn, evaluate their abilities and exercise their skills. The project will consist of a full day table top exercise.

COST

United Way will provide Exercise Support, such as:

- Staffing of registration tables
- scribes for each functional group (10 tables)
- exercise coordination of partner organizations
- other logistical support, as necessary

Purchase Exercise Materials for approximately 150 participants, such as:

- Production of Situation Manuals to include binders
- Production of bound After Action Reports
- Identification Badges with lanyards
- Exercise Signage for each table and for the venue
- Registration Supplies
- Exercise Pads and Pens for each table
- Table flip charts

\$15,000