

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

| Fiscal Years | <u>2013</u> | <u>2014</u> | <u>2015</u> | <u>2016</u> | <u>2017</u> |
|------------------------------------------------|-------------|-------------|-------------|-------------|-------------|
| Capital Expenditures | _____ | _____ | _____ | _____ | _____ |
| Operating Costs | 25,000 | _____ | _____ | _____ | _____ |
| External Revenues | (25,000) | _____ | _____ | _____ | _____ |
| Program Income (County) | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | _____ | _____ | _____ | _____ |
| Net Fiscal Impact | <u>0</u> | _____ | _____ | _____ | _____ |
| # ADDITIONAL FTE POSITIONS (Cumulative) | 0 | 0 | 0 | 0 | 0 |

Is Item Included In Current Budget? Yes X No _____

Budget Account Exp No: Fund 1438 Department 662 Unit 7355 Object 3401
 Rev No: Fund 1438 Department 662 Unit 7355 Object 3129

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

Grant-Urban Areas Security Initiative Grant 2010
 Fund-Urban Areas Security Initiative Grant
 Unit-Urban Areas Security Initiative Grant 2010 Citizen Corps

Departmental Fiscal Review: Stephanie Sepioke 10/17/12

III. REVIEW COMMENTS

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

Susan Murray 10/23/12
 OFMB
 10/22/12
 10/23/12

J. J. Jacobson 10/25/12
 Contract Administration

B. Legal Sufficiency:

Reveland Gidley 11/1/12
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

**CONTRACT FOR TRAINING – PALM BEACH COUNTY
CITIZEN CORPS PREPAREDNESS SYMPOSIUM
BETWEEN PALM BEACH COUNTY AND PALM BEACH COUNTY DISASTER
RECOVERY COALITION, INC.**

This Contract is made as of the 15th day of September, 2012, 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 County Disaster Recovery Coalition, Inc., a Florida nonprofit 501C3 corporation, authorized to do business in the State of Florida, hereinafter referred to as the AGENCY, whose Federal I.D. is 20-4595245.

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

ARTICLE 1 – PURPOSE/SERVICES

The AGENCY'S responsibility under this Contract is to provide training services in the area of preparedness symposium outreach events, as more specifically set forth in the Scope of Work detailed in Exhibit "A."

The COUNTY'S representative/liason during the performance of this Contract shall be Rob Shelt, whose telephone no. is: 561-712-6317.

The AGENCY representative/liason during the performance of this Contract shall be Jennifer Beckman, whose telephone no. is: 561-310-2033.

ARTICLE 2 - SCHEDULE

The AGENCY shall commence services on September 15, 2012 and complete all services by March 30, 2013.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A."

ARTICLE 3 - PAYMENTS TO AGENCY

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of twenty five thousand dollars, (\$25,000). The AGENCY shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- B. Invoices received from the AGENCY pursuant to this Contract 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 Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

- C. Final Invoice: In order for both parties herein 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.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the AGENCY 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 Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the AGENCY'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 COUNTY 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 AGENCYs. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the AGENCY upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the AGENCY. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the AGENCY. Unless the AGENCY is in breach of this Contract, the AGENCY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the AGENCY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts 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 COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

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

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

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

All of the AGENCY'S personnel (and all Subcontractors), while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

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

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

ARTICLE 8 - FEDERAL AND STATE TAX

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

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

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY'S obligation to reimburse RECIPIENT under this contract is conditioned upon the receipt of appropriated funds from the Urban Area Security Initiative 2010 Grant hereinafter "UASI 10" through the City of Miramar as its fiscal agent and to Palm Beach County as a sub-grantee.

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 coverage's 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 coverage's. 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.

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.

- F. **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 to the policy, 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 specifically prohibits such an endorsement, or which voids coverage should AGENCY enter into such an agreement on a pre-loss basis.
- G. **Certificate(s) of Insurance** Prior to execution of this Contract, AGENCY shall deliver to the COUNTY’S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage’s 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
- H. **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.
- I. **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, coverage’s, 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 - INDEMNIFICATION

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 12 - 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 13 - 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 14 - CONFLICT OF INTEREST

The AGENCY 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, and the Palm Beach County Code of Ethics. The AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The AGENCY shall promptly notify the COUNTY'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 AGENCY'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 AGENCY may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the AGENCY. The COUNTY agrees to notify the AGENCY of its opinion by certified mail within thirty (30) days of receipt of notification by the AGENCY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the AGENCY, the COUNTY shall so state in the notification and the AGENCY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the AGENCY under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

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

ARTICLE 16 - ARREARS

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

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the AGENCY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'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 Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

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

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

ARTICLE 18 - 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 19 - 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 20 - ACCESS AND AUDITS

The AGENCY 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 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.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 21 - NONDISCRIMINATION

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 22 - AUTHORITY TO PRACTICE

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

ARTICLE 23 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, 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 Contract 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 contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and AGENCYS 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 COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the AGENCY of the COUNTY'S notification of a contemplated change, the AGENCY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the AGENCY'S ability to meet the completion dates or schedules of this Contract.

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

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

ARTICLE 26 - NOTICE

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

Palm Beach County Division of Emergency Management
Mary Blakeney, Emergency Management Program Coordinator
20 South Military Trail
West Palm Beach, Florida 33415

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.

If sent to the AGENCY, notices shall be addressed to:
Palm Beach County Disaster Recovery Coalition
Jennifer Beckman, Director
50 South Military Trail, Suite 201
West Palm Beach, FL 33415

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the 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 25- Modifications of Work.

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

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 shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"). 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 29 - 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.

(remainder of this intentionally left blank)

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

PALM BEACH COUNTY
DISASTER RECOVERY COALITION

By: Jennifer Beckman
Jennifer Beckman
Director

ATTEST: Lizette Adomato

DATE: 10/03/12

By: Greg Rydman
Greg Rydman
Interim Chairman, Board of Directors

ATTEST: V E Staller

DATE: 9/27/12

PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

By: Vincent Bonvento
Vincent Bonvento
& Director of Public Safety

APPROVED AS TO TERMS
AND CONDITIONS

By: Bill Johnson
Bill Johnson, RN
Public Safety Department
Director of the Division of Emergency
Management

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: Paul E. Eddy
Assistant County Attorney

SCOPE OF WORK

PALM BEACH COUNTY DISASTER RECOVERY COALITION

Palm Beach County Citizen Corps Preparedness Symposium Initiative

The Palm Beach County Disaster Recovery Coalition (DRC) enters into this Contract and accepts this \$25,000 FY2010 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 Preparedness Symposium Initiative, is a community education initiative which embraces *A Whole Community Approach to Emergency Management* by involving multiple agencies/organizations throughout Palm Beach County.

PALM BEACH COUNTY CITIZEN CORPS PREPAREDNESS SYMPOSIUM INITIATIVE

This initiative involves managing seven symposium events geographically selected to target seniors, minorities and other populations most at-risk to the affects of disaster with preparedness information and volunteer opportunities. The goal of the events is to increase community resiliency to disasters through education, information, and volunteerism. Through the involvement in each symposium by Citizen Corps Council partners, attendees will receive a broad spectrum of critical information and have an opportunity to interact one on one with subject matter experts.

Scope of Work:

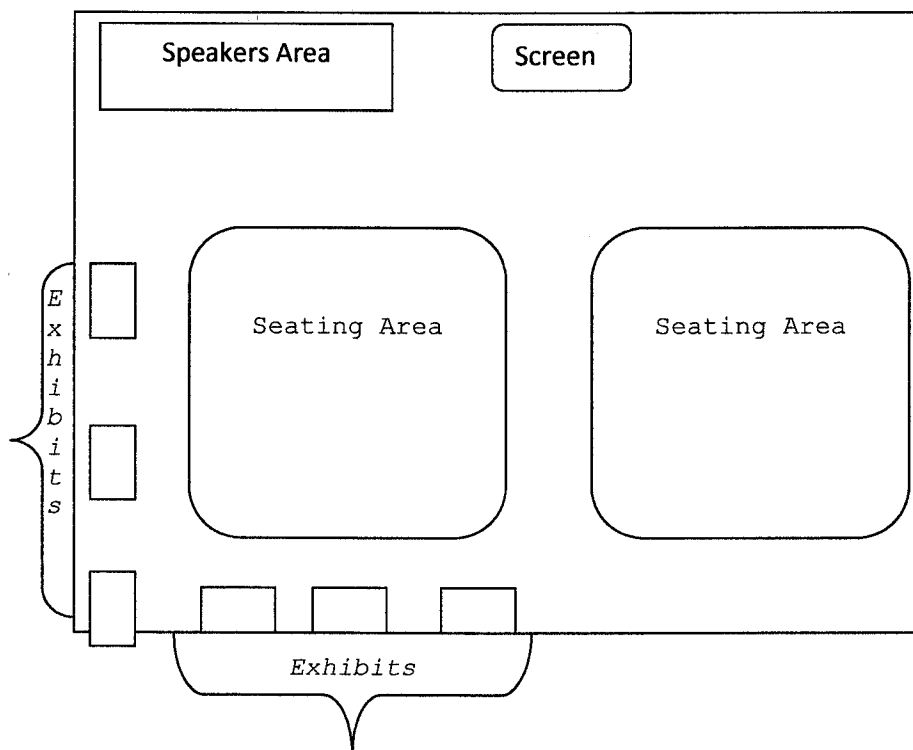
1. Manage seven symposium events lasting at least 2-hours in the following locations by March 30, 2013: West County Senior Center, Century Village, Village Academy, Boynton Beach Senior Center, Mid County Senior Center, Volen Center, El Sol or other venue(s) as approved by the planning committee.
 - a. Secure the venue to host event which may include a rental fee; complete required reservation requests.
 - b. Organize the event setup to include the following: tables, chairs, table tops, skirts, signage, and audio/visual equipment. A sample layout is included in illustration 1.
 - c. Coordinate event presenters and program agenda. A sample agenda is included in illustration 2.
 - d. Erect a Citizen Corps Council booth highlighting programs and volunteer opportunities.
 - e. Coordinate the recruitment, registration, and placement of participating agencies.
 - f. Manage and organize event activities to include: door prizes, giveaways, etc.
2. Promote events through media advisories, purchasing newspaper ads, placing articles in association or organization bulletins, and development, production and dissemination of flyers or posters.
3. Provide participating agency speakers with a Citizen Corps polo style shirt.
4. Convene a planning sub-committee to the Palm Beach County Citizen Corps Council made from Citizen Corps partners, which includes one representative from the County's Division of Emergency Management, to help design each event.
5. Provide disaster bags/totes (to include; planning and preparedness information and giveaways which assist with the creation of personal preparedness kits) to participating agencies to encourage circulation to all booths by attendees.

6. Provide adequate number of materials such as handouts on family planning, disaster supplies kit, and volunteer opportunities for attendees.
7. Recognize agencies and volunteers for participation in symposium events.
8. Produce a written report following each event to include: overall summary of event, number of attendees, number of handouts distributed, number of presenters, number of agencies/organizations participating, recommendations/sustains for future symposium events, photographs, and other documentation that may be requested by County.

Illustration 1
Sample Program Agenda*

- I. Welcome & Introduction of Speakers—Disaster Recovery Coalition, Jennifer Beckman:
5 min
- II. Speakers: 45-60 (minutes)
 - a. *All Hazards Preparedness for Seniors and Their Families*
 - Pat Lucey, Instructor, American Red Cross
 - b. *Hurricane Preparedness & Response: the Law Enforcement Aspect*
 - Lieutenant David Pervenecki
 - c. *Medication Management*
 - Dr. Lewis Green, MD, Medical Reserve Corp
 - d. *Evacuation Tools & Shelter Considerations*
 - Rob Shelt, Palm Beach County Emergency Management
- III. Question & Answer Period (10 min)
- IV. Exhibitor Interactions (30 min)

Illustration 2
Sample Event Layout**



***Flexible based on availability of speakers.**

****Flexible based on physical layout.**

EXHIBIT "B"

SCHEDULE OF PAYMENTS

The Scope of Work to be completed by AGENCY as defined in Exhibit "A" consists of specific completion phases which shall be clearly identified on a phase-by-phase basis upon submission to the COUNTY of certain "deliverables"* as expressly indicated below. Compensation for the work tasks stated herein shall be in accordance with the following Schedule of Payments:

PHASE 1

Task(s) to be Completed:

1. Manage three symposium events lasting at least 2-hours in one of the following locations by March 30, 2013: West County Senior Center, Century Village, Village Academy, Boynton Beach Senior Center, Mid County Senior Center, Volen Center, El Sol or other venue(s) as approved by the planning committee.
 - a. Secure the venue to host event which may include a rental fee; complete required reservation requests.
 - b. Organize the event setup to include the following: tables, chairs, table tops, skirts, signage, and audio/visual equipment. A sample layout is included in illustration 1.
 - c. Coordinate event presenters and program agenda. A sample agenda is included in illustration 2.
 - d. Erect a Citizen Corps Council booth highlighting programs and volunteer opportunities.
 - e. Coordinate the recruitment, registration, and placement of participating agencies.
 - f. Manage and organize event activities to include: door prizes, giveaways, etc.
2. Promote events through media advisories, purchasing newspaper ads, placing articles in association or organization bulletins, and development, production and dissemination of flyers or posters.
3. Provide participating agency speakers with a Citizen Corps polo style shirt.
4. Convene a planning sub-committee to the Palm Beach County Citizen Corps Council made from Citizen Corps partners, which includes one representative from the County's Division of Emergency Management, to help design each event.
5. Provide disaster bags/totes (to include; planning and preparedness information and giveaways which assist with the creation of personal preparedness kits) to participating agencies to encourage circulation to all booths by attendees.
6. Provide adequate number of materials such as handouts on family planning, disaster supplies kit, and volunteer opportunities for attendees.
7. Recognize agencies and volunteers for participation in symposium events.

Completion Time: 12/1/12 Compensation for Phase 1: \$12,500

Deliverable(s) Required: Produce a written report following each event to include: overall summary of event, number of attendees, number of handouts distributed, number of presenters, number of

agencies/organizations participating, recommendations/sustains for future symposium events, photographs, and other documentation that may be requested by County.

PHASE 2

Task(s) to be Completed:

1. Manage four symposium events lasting at least 2-hours in one of the following locations (cannot repeat phase 1 locations) by March 30, 2013: West County Senior Center, Century Village, Village Academy, Boynton Beach Senior Center, Mid County Senior Center, Volen Center, El Sol or other venue(s) as approved by the planning committee.
 - a. Secure the venue to host event which may include a rental fee; complete required reservation requests.
 - b. Organize the event setup to include the following: tables, chairs, table tops, skirts, signage, and audio/visual equipment. A sample layout is included in illustration 1.
 - c. Coordinate event presenters and program agenda. A sample agenda is included in illustration 2.
 - d. Erect a Citizen Corps Council booth highlighting programs and volunteer opportunities.
 - e. Coordinate the recruitment, registration, and placement of participating agencies.
 - f. Manage and organize event activities to include: door prizes, giveaways, etc.
2. Promote events through media advisories, purchasing newspaper ads, placing articles in association or organization bulletins, and development, production and dissemination of flyers or posters.
3. Provide participating agency speakers with a Citizen Corps polo style shirt.
4. Convene a planning sub-committee to the Palm Beach County Citizen Corps Council made from Citizen Corps partners, which includes one representative from the County's Division of Emergency Management, to help design each event.
5. Provide disaster bags/totes (to include; planning and preparedness information and giveaways which assist with the creation of personal preparedness kits) to participating agencies to encourage circulation to all booths by attendees.
6. Provide adequate number of materials such as handouts on family planning, disaster supplies kit, and volunteer opportunities for attendees.
7. Recognize agencies and volunteers for participation in symposium events.

Completion Time: 3/31/2013 Compensation for Phase 2, FINAL: \$12,500

Deliverable(s) Required: Produce a written report following each event to include: overall summary of event, number of attendees, number of handouts distributed, number of presenters, number of agencies/organizations participating, recommendations/sustains for future symposium events, photographs, and other documentation that may be requested by County.

* "Deliverables" shall be defined as progress reports, prepared maps, bid documents, completed drawings, specific reports, work plans, documentation of meetings attended, assessment study reports, analysis reports, summary reports, recommendation reports and related draft reports and verifiable deliverables.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/11/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

| | | |
|------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| PRODUCER Lassiter-Ware Insurance, Inc. 1317 Citizens Blvd. Leesburg FL 34748 | CONTACT NAME: Penny Garrett PHONE (A/C. No. Ext.): (800) 845-8437 FAX (A/C. No.): (888) 883-8680 E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Palm Beach County Disaster Recorver Coalition 2600 Quantum Boulevard Boynton Beach FL 33426-8627 | INSURER A: Catlin Specialty Insurance Co NAIC # 15989 | |
| | INSURER B: Aspen Specialty Insurance Co 10717 | |
| | INSURER C: Western World Ins. Co. 13196 | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** 12/13 All Policies **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INBR LTR | TYPE OF INSURANCE | ADDITIONAL SUBROGATION | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|---------------|-------------------------|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR | X | 0900601007 | 3/29/2012 | 3/29/2013 | EACH OCCURRENCE \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| B | Professional Liability | | LB7522112 | 10/10/2012 | 10/10/2013 | \$1,000,000 Occ - \$5,000 Ded |
| C | Directors & Officers | | NPP8098740 | 10/10/2012 | 10/10/2013 | \$1,000,000 Occ - \$1,000 Ded |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The certificate holder is an additional insured under the terms and conditions of the general liability policy with respect to work performed by the named insured.

| | |
|----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CERTIFICATE HOLDER Palm Beach County Board of Co Commissioners 301 N. Olive Avenue West Palm Beach, FL 33401 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Penny Garrett/PENNYG <i>Penny M. Garrett</i> |
|----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



September 17, 2012

To whom it may concern,

The Palm Beach County Disaster Recovery Coalition (DRC) has one full time staff and as such is requesting the waiver of Workman's Compensation Insurance as per FS 440 related to the Palm Beach County Contract.

In addition, the DRC owns no business vehicle and the Director (only staff member) has increased her personal car insurance to \$300,000 per occurrence and is requesting a waiver for the business auto liability as well.

Please let me know if you have any questions or need further information.

Thank you,

A handwritten signature in cursive script that reads "Jennifer Beckman". The signature is written in black ink and is positioned below the "Thank you," text.

Jennifer Beckman
Executive Director
PBC Disaster Recovery Coalition
50 S. Military Trail Suite # 201
West Palm Beach Fl. 33415
Ph: 561-310-2033

Palm Beach County Disaster Recovery Coalition, Inc.
2600 Quantum Boulevard
Boynton Beach, Fl. 33426-8627
Office: (561) 375-6682 / Fax: (561) 375-6666