

**CONTRACT FOR COOP PLAN UPDATE, TRAINING AND SCENARIO BASED
EXERCISE
BETWEEN PALM BEACH COUNTY AND THE CITY OF PAHOKEE**

This Contract (hereinafter "Contract" or "Agreement") is made as of the 7th day of November, 2012, 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 CITY OF PAHOKEE, a municipal corporation of the State of Florida, hereinafter referred to as RECIPIENT, whose Federal I.D. is 59-60000400.

Whereas, the Urban Area Security Initiative 2010 Grant hereinafter "UASI 10" through City of Miramar as its fiscal agent hereinafter referred to as "City of Miramar", will provide fifty-thousand dollars (\$50,000) as a portion of the FY 2010 Funds granted to Palm Beach County; and

Whereas, RECIPIENT has been identified to receive fifty-thousand dollars (\$50,000) of the UASI 2010 funds granted to Palm Beach County.

Now, therefore, in consideration of the mutual promises contained herein, the COUNTY and the RECIPIENT agree as follows:

ARTICLE 1 – SCOPE OF WORK

The RECIPIENT'S responsibility under this Contract is to complete the Scope of Work and deliverables as set forth in the Scope of Work attached hereto as Exhibit A, hereinafter "Scope of Work."

The COUNTY'S representative/liaison during the performance of this Contract shall be Billy Weinshank, Terrorism Response Planner whose telephone number is: 561-712-6378 (office), 772-475-5990 (mobile).

The RECIPIENT'S representative/liaison during the performance of this Contract shall be Erica Redmon, Assistant Director of Community Development/Grants Specialist, whose telephone number is: 561-924-5334 extension 27.

ARTICLE 2 – SCOPE OF WORK - TERM OF CONTRACT

The RECIPIENT shall commence project upon full execution of this Agreement and complete the project as outlined in the Scope of Work attached hereto as Exhibit "A" by March 15, 2013. RECIPIENT shall submit request for reimbursement to COUNTY no later than thirty (30) days following the project completion date.

The RECIPIENT shall submit in writing a project Status Report to the COUNTY'S representative when the project is commenced and at the following thresholds: 25% completion, 50% completion, 75% completion, and 100% completion.

ARTICLE 3 - PAYMENTS TO RECIPIENT

The total amount to be paid to RECIPIENT is on a reimbursement basis which means RECIPIENT first has to upfront all costs associated with the project. RECIPIENT will not be reimbursed until RECIPIENT first files with COUNTY for reimbursement, COUNTY then files for reimbursement with the City of Miramar and COUNTY receives reimbursement payment. This contract shall not exceed the amount of fifty-thousand dollars (\$50,000). RECIPIENT shall submit request for reimbursement with all supporting documentation to the COUNTY Representative no later than thirty (30) days following the project completion date. RECIPIENT further understands and acknowledges that in the event the COUNTY does not receive sufficient reimbursement payment funds from the City of Miramar the COUNTY shall have no obligation to make payment to RECIPIENT.

ARTICLE 4 – TERMINATION OF CONTRACT

This Contract may be terminated by the RECIPIENT 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 RECIPIENT. The Contract may also be terminated, in whole or in part, by the COUNTY, with cause, immediately upon written notice confirming that RECIPIENT had not commenced the project at the midway point of the contract schedule timeframe as provided in ARTICLE 2 herein. Further, the COUNTY reserves the right to cancel RECIPIENT'S award and utilize such funds for another project or de-obligate such funds back to the UASI 2010 grant. The COUNTY may also terminate this contract, in whole or on part, without cause and for the convenience of the COUNTY upon five (5) days written notice to the RECIPIENT.

The RECIPIENT expressly waives and releases the COUNTY from any and all liability, claims, damages, or other losses including expended funds, arising out of or related to the COUNTY'S termination of this Agreement without cause and for the convenience of the COUNTY.

ARTICLE 5 - PERSONNEL

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

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

The RECIPIENT warrants that the project shall be performed to the highest professional standards in the field by skilled and competent personnel.

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

ARTICLE 6 - SUBCONTRACTING

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The COUNTY'S obligation to reimburse RECIPIENT under this contract is conditioned upon the receipt of appropriated funds from the City of Miramar for the project under this contract.

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RECIPIENT, which is a state agency, municipality, or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the COUNTY, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any RECIPIENT to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency, municipality, or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

The COUNTY and the RECIPIENT 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 RECIPIENT 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 RECIPIENT.

ARTICLE 11 - 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 12 - CONFLICT OF INTEREST

The RECIPIENT 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 the project required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The RECIPIENT further represents that no person having any such conflict of interest shall be employed for said performance of the project.

The RECIPIENT 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 RECIPIENT'S judgment or quality of the project work being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the RECIPIENT 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 RECIPIENT. The COUNTY agrees to notify the RECIPIENT of its opinion by certified mail within thirty (30) days of receipt of notification by the RECIPIENT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the RECIPIENT, the COUNTY shall so state in the notification and the RECIPIENT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to the project provided to the COUNTY by the RECIPIENT under the terms of this Contract.

ARTICLE 13 - GRANT COMPLIANCE

The RECIPIENT shall comply with all laws, ordinances and regulations applicable to the UASI 2010 grant herein.

- A. Training projects funded with UASI 2010 need to comply with the State of Florida's Approved Training List or be approved by the State of Florida's Division of Emergency Management (FDEM) prior to the training being implemented. Please refer to <http://www.floridadisaster.org/TrainingCalendar/courseinfo.asp>.
- B. Exercise projects funded with UASI 2010 need to be Homeland Security Exercise and Evaluation Program (HSEEP) compliant. Please refer to https://hseep.dhs.gov/pages/1001_HSEEP7.aspx.
- C. Projects involving the purchase of equipment need to be approved by FEMA and on the Authorized Equipment List (AEL). Please refer to <https://www.rkb.us/mel.cfm?subtypeid=549>.
- D. Projects requiring an Environmental and Historical Preservation (EHP) submission must obtain approval prior to commencement of the project. Please refer to <http://www.fema.gov/prepared/exercise.shtm>.
- E. Projects in which outside parties are hired by the RECIPIENT to complete work related to the project will be required to complete a Debarment form also know as an "Attachment E."
- F. From project commencement to completion the following documentation, pertaining to the project, including but not limited to must be gathered;
 - 1. Cancelled Checks
 - 2. Time and Attendance Records
 - 3. Sub Grant Award Documents
 - 4. Receipts
 - 5. Invoices
 - 6. Purchase Orders
 - 7. Contracts
 - 8. Travel Authorization Forms/Travel vouchers
 - 9. Payroll registers

ARTICLE 14 - EXCUSABLE DELAYS

The RECIPIENT 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 RECIPIENT 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 RECIPIENT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the RECIPIENT'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.

COUNTY reserves the right to re-allocate or de-obligate the project funds if RECIPIENT fails to start project for any cause at the midway point of the contract schedule stated in Article 2 herein.

ARTICLE 15 - ARREARS

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

ARTICLE 16 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The RECIPIENT 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 RECIPIENT 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.

ARTICLE 17 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

ARTICLE 18 - CONTINGENT FEES

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

ARTICLE 19 - ACCESS AND AUDITS

- A. The RECIPIENT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) 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 RECIPIENT'S place of business.
- B. The RECIPIENT agrees to hold the COUNTY harmless and shall indemnify the COUNTY for funds which the COUNTY is obligated to refund to the UASI 2010 grant arising out of the conduct of activities, or lack thereof, and the administration of the contract by RECIPIENT. The provisions of this indemnification clause shall survive the termination of this Agreement.

ARTICLE 20 - NONDISCRIMINATION

The RECIPIENT 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 21 - AUTHORITY TO PRACTICE

The RECIPIENT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required conducting 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 22 - 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 23 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the RECIPIENT certifies that it, its affiliates, suppliers, subcontractors and

recipients 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 24 - 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
c/o: Billy Weinshank, Terrorism Response Planner
20 S. Military Trail
West Palm Beach, FL 33415

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave. – Suite #601
West Palm Beach, Florida 33401

If sent to the RECIPIENT, notices shall be addressed to:

Name: Erica Redmon
Title: Assistant Director of Community Development/Grants Specialist
City of Pahokee
207 Bacom Point Rd.
Pahokee, FL 33476

ARTICLE 25 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the RECIPIENT 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.

ARTICLE 26 - CRIMINAL HISTORY RECORDS CHECK

RECIPIENT shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code (Criminal History Records Check Ordinance), if RECIPIENT'S employees or subcontractors are required under this contract to enter a "critical facility." RECIPIENT 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. RECIPIENT agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks and RECIPIENT shall be solely

responsible for the financial, schedule, and staffing implications associated with its compliance.

ARTICLE 27 - REGULATIONS; LICENSING REQUIREMENTS

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

ARTICLE 28 – 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 29 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

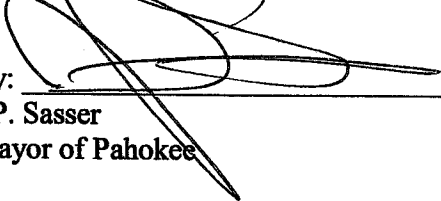
Pursuant to Chapter 2, Article XII of the Palm Beach County Code (Office of Inspector General, Palm Beach County Florida Governance), Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, 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 the Palm Beach County Code as previously referenced herein , and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.


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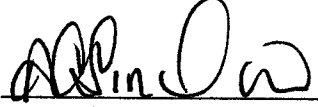
IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and RECIPIENT has hereunto set its hand the day and year above written.

CITY OF PAHOKEE

By: 
J.P. Sasser
Mayor of Pahokee

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

By: 
Vincent Bonvento
Director of Public Safety

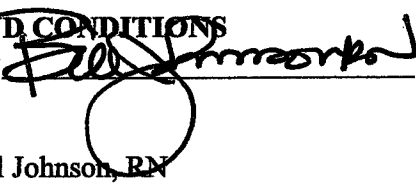
ATTEST: 

DATE: 9/11/2012

By: ANIKA SINCLAIR

Anika Sinclair
City Clerk

APPROVED AS TO TERMS AND CONDITIONS

By: 

Bill Johnson, RN
Director of the Division of Emergency Management

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

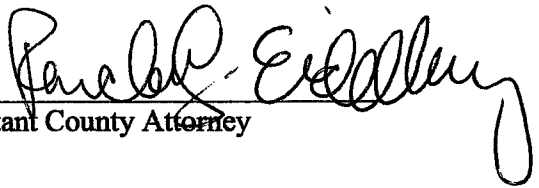
By: 
Assistant County Attorney

EXHIBIT "A"

PROJECT SCOPE OF WORK

See Attached.

CONTACT INFORMATION

ee
Prepared by:
Contact E-mail:
Contact Phone Number:

City of Pahokee
Derrek Moore, Director of Finance
dmoore@cityofpahokee.com
561-924-5534

PROJECT INFORMATION

Project Title

COOP Plan Update, Training and Scenario Based Exercise.

Total Requested

\$	50,000
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DO NOT ENTER - Total amount inserted automatically from Line Item Detail tab.

Project Summary

Enter a description of the project here. Include a discussion of the purpose of the project.

This project would greatly enhance the City of Pahokee's emergency management preparedness by updating its current plan, training its staff and exercising its municipal continuity of operations plan (COOP). Such plan would enhance the City of Pahokee's preparedness in facing all hazard incidents. The City of Pahokee is situated in the western part of Palm Beach County, with a population of approximately 6500 and adjacent to Lake Okeechobee. The City of Pahokee is a rural municipality with limited resources and is somewhat removed from essential county services. As such, a well prepared COOP Plan and trained municipal personnel is essential in addressing the needs of its citizens and in coordinating emergency efforts with the County's main emergency management entity, The Division of Emergency Management, and its partnering agencies. In particular, the City of Pahokee faces an unique hazard threat of flooding caused by a breach of Lake Okeechobee due to impact by hurricanes and dike breaches. The City of Pahokee would like to implement this project in conjunction with, support of and under the guidance of the County's main emergency preparedness agency, The Division of Emergency Management of the Palm Beach County Public Safety Department. The City of Pahokee would implement this project by selecting a consultant to update in conjunction with Palm Beach County Emergency Management the City of Pahokee's (Continuity Of Operations Plan (COOP) Plan, train municipal staff on the revised COOP Plan and conduct a scenario based training on the revised COOP training.

Line Item Budget Detail

Project Title: COOP Plan Update, Training and Scenario Based Exercise.
Agency or Department: City of Pahokee

AEL (For Equipment Only)	Item Description - Provide detailed information	Units	Unit Cost	Total Cost	POETE Category
	Hire a consultant to update in conjunction with Palm Beach County Emergency Management the City of Pahokee's (Continuity Of Operations Plan (COOP) Plan, train municipal staff on the revised COOP Plan and conduct a scenario based exercise on the revised COOP training. Estimated cost: \$15,000 for updating COOP Plan; \$15,000 for training municipal staff; and \$20,000 for the scenario base exercise.	1	\$ 50,000	\$ 50,000	Planning, Training and Exercise
				\$ -	
				\$ -	
				\$ -	
Total Detail				\$ 50,000	

Instructions

- AEL:** Authorized Equipment List. All equipment requests MUST include this code. List can be found at <https://www.rkb.mipt.org>.
- Description:** Please enter a brief description for each individual item
- Units:** Enter the number of items
- Unit Cost;** Enter the cost per unit
- Total Cost:** Calculated automatically
- POETE:** Enter Planning, Organizing, Exercising, Training, or Equipment

**CONTRACT FOR THE EVACUATION AND RE-ENTRY PLAN
BETWEEN PALM BEACH COUNTY AND THE CITY OF PAHOKEE**

This Contract (hereinafter "Contract" or "Agreement") is made as of the 7th day of November, 2012, 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 CITY OF PAHOKEE, a municipal corporation of the State of Florida, hereinafter referred to as RECIPIENT, whose Federal I.D. is 59-60000400.

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RECIPIENT, which is a state agency, municipality, or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the COUNTY, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any RECIPIENT to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency, municipality, or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

The COUNTY and the RECIPIENT 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 RECIPIENT 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 RECIPIENT.

ARTICLE 11 - 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 12 - CONFLICT OF INTEREST

The RECIPIENT 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 the project required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The RECIPIENT further represents that no person having any such conflict of interest shall be employed for said performance of the project.

The RECIPIENT 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 RECIPIENT'S judgment or quality of the project work being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the RECIPIENT 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 RECIPIENT. The COUNTY agrees to notify the RECIPIENT of its opinion by certified mail within thirty (30) days of receipt of notification by the RECIPIENT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the RECIPIENT, the COUNTY shall so state in the notification and the RECIPIENT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to the project provided to the COUNTY by the RECIPIENT under the terms of this Contract.

ARTICLE 13 - GRANT COMPLIANCE

The RECIPIENT shall comply with all laws, ordinances and regulations applicable to the UASI 2010 grant herein.

- A. Training projects funded with UASI 2010 need to comply with the State of Florida's Approved Training List or be approved by the State of Florida's Division of Emergency Management (FDEM) prior to the training being implemented. Please refer to <http://www.floridadisaster.org/TrainingCalendar/courseinfo.asp>.
- B. Exercise projects funded with UASI 2010 need to be Homeland Security Exercise and Evaluation Program (HSEEP) compliant. Please refer to https://hseep.dhs.gov/pages/1001_HSEEP7.aspx.
- C. Projects involving the purchase of equipment need to be approved by FEMA and on the Authorized Equipment List (AEL). Please refer to <https://www.rkb.us/mel.cfm?subtypeid=549>.
- D. Projects requiring an Environmental and Historical Preservation (EHP) submission must obtain approval prior to commencement of the project. Please refer to <http://www.fema.gov/prepared/exercise.shtm>.
- E. Projects in which outside parties are hired by the RECIPIENT to complete work related to the project will be required to complete a Debarment form also know as an "Attachment E."
- F. From project commencement to completion the following documentation, pertaining to the project, including but not limited to must be gathered;
 1. Cancelled Checks
 2. Time and Attendance Records
 3. Sub Grant Award Documents
 4. Receipts
 5. Invoices
 6. Purchase Orders
 7. Contracts
 8. Travel Authorization Forms/Travel vouchers
 9. Payroll registers

ARTICLE 14 - EXCUSABLE DELAYS

The RECIPIENT 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 RECIPIENT 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 RECIPIENT'S request, the COUNTY shall consider the facts and extent of any failure to

perform the work and, if the RECIPIENT'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.

COUNTY reserves the right to re-allocate or de-obligate the project funds if RECIPIENT fails to start project for any cause at the midway point of the contract schedule stated in Article 2 herein.

ARTICLE 15 - ARREARS

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

ARTICLE 16 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The RECIPIENT 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 RECIPIENT 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.

ARTICLE 17 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

ARTICLE 18 - CONTINGENT FEES

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

ARTICLE 19 - ACCESS AND AUDITS

- A. The RECIPIENT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) 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 RECIPIENT'S place of business.
- B. The RECIPIENT agrees to hold the COUNTY harmless and shall indemnify the COUNTY for funds which the COUNTY is obligated to refund to the UASI 2010 grant arising out of the conduct of activities, or lack thereof, and the administration of the contract by RECIPIENT. The provisions of this indemnification clause shall survive the termination of this Agreement.

ARTICLE 20 - NONDISCRIMINATION

The RECIPIENT 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 21 - AUTHORITY TO PRACTICE

The RECIPIENT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required conducting 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 22 - 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 23 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the RECIPIENT certifies that it, its affiliates, suppliers, subcontractors and recipients 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 24 - 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
c/o: Billy Weinshank, Terrorism Response Planner
20 S. Military Trail
West Palm Beach, FL 33415

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave. – Suite #601
West Palm Beach, Florida 33401

If sent to the RECIPIENT, notices shall be addressed to:

Name: Erica Redmon
Title: Assistant Director of Community Development/Grants Specialist
City of Pahokee
207 Bacom Point Rd.
Pahokee, FL 33476

ARTICLE 25 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the RECIPIENT 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.

ARTICLE 26 - CRIMINAL HISTORY RECORDS CHECK

RECIPIENT shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code (Criminal History Records Check Ordinance), if RECIPIENT'S employees or subcontractors are required under this contract to enter a "critical facility." RECIPIENT 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. RECIPIENT agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks and RECIPIENT shall be solely responsible for the financial, schedule, and staffing implications associated with its compliance.

ARTICLE 27 - REGULATIONS; LICENSING REQUIREMENTS

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

ARTICLE 28 - 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 29 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

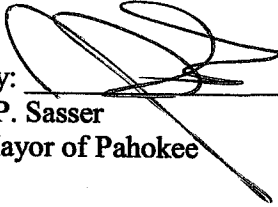
Pursuant to Chapter 2, Article XII of the Palm Beach County Code (Office of Inspector General, Palm Beach County Florida Governance), Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, 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 the Palm Beach County Code as previously referenced herein , and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

THE REMAINDER OF THIS PAGE IS 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.

CITY OF PAHOKEE


By: 

J.P. Sasser
Mayor of Pahokee

**PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS**

By: 

Vincent Bonveto
Director of Public Safety

ATTEST: 

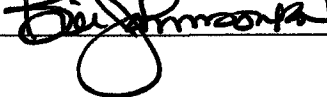
Anika Sinclair
City Clerk

DATE: 9/11/2012

By: ANIKA SINCLAIR

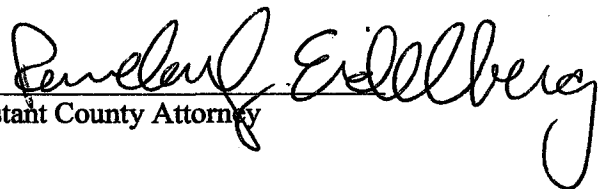
APPROVED AS TO TERMS

AND CONDITIONS

By: 

Bill Johnson, RN
Director of the Division of Emergency
Management

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: 

Assistant County Attorney

EXHIBIT "A"

PROJECT SCOPE OF WORK

See Attached.

CONTACT INFORMATION

Department or Agency Name
Prepared by:
Contact E-mail:
Contact Phone Number:

City of Pahokee
Derrek Moore, Director of Finance
dmoore@cityofpahokee.com
561-924-5534

PROJECT INFORMATION

Project Title

Evacuation and Re-entry Plan, Training and Exercise.
--

Total Requested

\$	40,000
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DO NOT ENTER - Total amount inserted automatically from Line item Detail tab.

Project Summary

Enter a description of the project here. Include a discussion of the purpose of the project.

This project would greatly enhance the City of Pahokee's emergency management preparedness by developing an evacuation and re-entry plan, training and exercise of its municipal employees, private sector entities and its citizens in case of flooding caused by a breach of Lake Okeechobee due to impact by hurricanes and dike breaches. The City of Pahokee is situated in the western part of Palm Beach County, with a population of approximately 6500 and adjacent to Lake Okeechobee. The City of Pahokee is a rural municipality with limited resources and somewhat removed from essential county services. As such, a well prepared evacuation and re-entry plan, training and exercise program is essential in addressing the needs of its citizens and in coordinating emergency efforts with the County's main emergency management entity, The Division of Emergency Management, and its partnering agencies. In particular, the City of Pahokee faces a unique hazard threat of flooding caused by a breach of Lake Okeechobee due to the impact by hurricanes and dike breaches. In addition, the uneven and low land elevation of its City and surrounding agricultural areas, and its multiple water canals, and limited drainage options. Any flooding from Lake Okeechobee would not only spread rapidly, but would block most of the local pathways and flooding which would stagnate for long periods of time prolonging re-entry into the City. Further, due to the City's housing damage caused by prior hurricanes, the citizens of Pahokee are in no condition to cope with extensive flooding by remaining in their homes. This makes re-entry even more challenging. The City of Pahokee would like to implement this project in conjunction with, support of and under the guidance of the County's main emergency preparedness agency, The Division of Emergency Management of the Palm Beach County Public Safety Department. The City of Pahokee would implement this project by selecting a consultant to develop an evacuation and re-entry plan in conjunction with Palm Beach County Emergency Management.

Line Item Budget Detail

**Project Title: Evacuation and Re-entry Plan, Training and Exercise.
Agency or Department: City of Pahokee**

AEL (For Equipment Only)	Item Description - Provide detailed information	Units	Unit Cost	Total Cost	POETE Category
	Hire a consultant to develop an evacuation and re-entry plan, train municipal employees and conduct a scenario based exercise in conjunction with Palm Beach County Emergency Management. Estimated cost: \$15,000 for developing evacuation and re-entry plan; \$10,000 for training municipal staff; and \$15,000 for the scenario base exercise(s).	1	\$ 40,000	\$ 40,000	Planning, training and exercise.
				\$ -	
				\$ -	
Total Detail				\$ 40,000	

Instructions

- AEL:** Authorized Equipment List. All equipment requests MUST include this code. List can be found at <https://www.rkb.mipt.org>.
- Description:** Please enter a brief description for each individual item
- Units:** Enter the number of items
- Unit Cost:** Enter the cost per unit
- Total Cost:** Calculated automatically
- POETE:** Enter Planning, Organizing, Exercising, Training, or Equipment