

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: November 19, 2013 [xx] Consent [] Regular
[] Ordinance [] Public Hearing

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

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: Approve a contract with Palm Beach County Disaster Recovery Coalition Inc. (DRC) for disaster response and recovery services in support of the Palm Beach County Comprehensive Emergency Management Plan (CEMP) in an amount not to exceed \$49,500 for the period commencing October 1, 2013 and ending September 30, 2014.

Summary: The County has allocated \$49,500 in ad valorem funding for disaster response and recovery services in support of the Palm Beach County Comprehensive Emergency Management Plan (CEMP). DRC, with the assistance of the Division of Human Services, will fulfill all the responsibilities of a lead agency as outlined in the County's CEMP to include assistance for unmet needs of County residents, referrals for individuals/families seeking home repair assistance and coordination with Palm Beach County League of Cities to ensure municipal unmet needs are addressed and prioritized. For this contract, DRC will recruit non-profit agencies and faith based organizations to support disaster response efforts, expand and update resource registry, conduct community-wide disaster preparedness presentations and training sessions for various case-management agencies, develop a process for coordination, collection, and dissemination of the Unmet Needs Report, fulfill all the responsibilities of a lead agency as outlined in the County's CEMP, develop and conduct a strategic plan to be reviewed annually, and coordinate disaster response and repair activities in the event of a disaster. Countywide (PGE).

Background and Policy Issues: Disaster preparedness activities have been expanded since the onset of multiple hurricanes affecting Palm Beach County in 2004 and 2005. The expanded efforts have included additional planning to meet human service needs and to accelerate recovery projects utilizing non-profit agencies and faith based organizations. The County has partnered with DRC to utilize the services of faith based and non-profit organizations in a more efficient manner. The contract funds will allow DRC to continue its efforts to address the unmet needs of individuals and families and will enable a more efficient and comprehensive response in the event of a future disaster.

Attachments

- 1) Palm Beach County Disaster Recovery Coalition, Inc Contract

Recommended by: [Signature] 10/24/13
10/24/13 Department Director Date

Approved By: [Signature] 10/24/13
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Capital Expenditures					
Operating Costs	\$49,500				
External Revenues					
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	<u>\$49,500</u>				
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes X No _____

Budget Account Exp No: Fund 0001 Department 660 Unit 7130 Object 3401
 Rev No: Fund Department Unit Source

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

Fund: General Fund
 Unit: Disaster Response Recovery

Departmental Fiscal Review: Stephanie Deproche 10/24/13

III. REVIEW COMMENTS

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

Susan Neely 10/30/13
 OFMB ^{K/D} 10/29 ^{And} 10/29/13

Dr. J. Jacobson 11/18/13
 Contract Administration

B. Legal Sufficiency:

Samuel Giddley 11/13/13
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

**CONTRACT BETWEEN PALM BEACH COUNTY AND PALM BEACH COUNTY
DISASTER RECOVERY COALITION, INC. FOR DISASTER RESPONSE AND
RECOVERY SERVICES**

This Contract is made as of the ____ day of _____, 2013, 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.** hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is **20-4595245**.

Whereas AGENCY has agreed to provide disaster response and recovery services ("services") in support of the Palm Beach County Comprehensive Emergency Management Plan; and

Whereas the AGENCY has agreed to assure that individuals referred from COUNTY departments, divisions and/or programs will receive services on a timely basis;

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

ARTICLE 1 – PURPOSE - SCOPE OF WORK "SERVICES"

The AGENCY agrees to provide disaster response and recovery services to residents of Palm Beach County as set forth in the Scope of Work (Exhibit A attached hereto). No changes in the Scope of Work are to be conducted without the written approval of the COUNTY.

The COUNTY'S representative/liaison during the performance of this Contract shall be Bill Johnson, whose telephone no. is: (561) 712-6321.

The AGENCY representative/liaison during the performance of this Contract shall be Jennifer Beckman, whose telephone no. is: (561)-375-6682.

ARTICLE 2 – SCHEDULE

The AGENCY shall commence services on October 1, 2013, and complete services on September 30, 2014. The parties agree that the AGENCY will be entitled to payment for services rendered beginning on October 1, 2013, notwithstanding the date the contract is executed by the Board of County Commissioners. This contract may be renewed for a maximum of two (2) one-year terms.

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

ARTICLE 3 - PAYMENTS

The total amount to be paid by the COUNTY to the AGENCY for services rendered under this contract shall not exceed a total contract price of **Forty Nine Thousand Five Hundred Dollars (\$49,500)**. 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.

The service and unit cost definitions for this contract year are set forth in **Exhibit B**. All requests for payments of this Contract shall include the following:

1. An original cover memo (**Exhibit D**) on AGENCY letterhead signed by the Chief Executive Officer.
2. Properly completed and signed Monthly Allocation Worksheet (**Exhibit C**).

The AGENCY shall provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than September 30 of each fiscal year. Any amounts not submitted by September 30, shall remain the COUNTY'S and the COUNTY shall have no further obligation with respect to such amounts.

Payment of invoices shall be contingent on timely receipt of all required reports. The COUNTY shall implement a five (5) percent (%) payment reduction for reports submitted between one (1) and five (5) business days after the due date for any given month, a ten (10) percent (%) payment reduction for reports submitted between six (6) and ten (10) business days after the due date for any given month, and a ninety-five (95) percent (%) payment reduction for reports submitted after the tenth business day of the reported month. 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.

COUNTY funding may be used to match grants from non-County sources; however, the grantee cannot submit reimbursement requests for the same expenses to more than one funding source or under more than one COUNTY funded program.

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 - AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County.

ARTICLE 5 - INSURANCE

The AGENCY shall, at its sole expense, maintain in full force and effect at all times during the life of this contract, insurance coverages and limits (including endorsements), as described herein. AGENCY shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverage. 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.

- A. **Commercial General Liability** The AGENCY shall maintain a Commercial General Liability policy at a limit of liability not less than \$500,000 Each Occurrence.
Coverage shall not include a Cross Liability Exclusion. AGENCY shall provide coverage on a primary basis.
- B. **Business Automobile Liability** The AGENCY shall maintain a Business Automobile liability policy at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned and hired automobiles. If the AGENCY does not own any automobiles, the requirement shall be amended to allow the AGENCY to maintain Hired & Non-Owned Auto Liability only. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. AGENCY shall provide coverage on a primary basis.
- C. **Worker's Compensation Insurance & Employers Liability** The AGENCY shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute 440. AGENCY shall provide coverage on a primary basis.
- D. **Professional Liability** AGENCY shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$500,000 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.

- E. Additional Insured** The 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, c/o Department of Community Services". The 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. 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, 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.
- 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. **Certificate of Insurance** Prior to execution of this Contract, AGENCY shall deliver to the COUNTY'S representative as identified in Article 23, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage 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 Public Safety Department
20 South Military Trail
West Palm Beach, FL 33415

ARTICLE 6 - INDEMNIFICATION

The AGENCY shall protect, defend, reimburse, indemnify and hold harmless the COUNTY, its agents, employees and elected officers from and against all claims, liability, expense, loss, cost, damages and/or causes of action, including attorneys fees and costs, arising during and as a result of performance of the terms of this contract or due to the acts or omissions of the AGENCY. The AGENCY also shall not use funds made available pursuant to this contract for the purpose of initiating or pursuing litigation against the COUNTY.

ARTICLE 7 - 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 8 - WARRANTIES AND LICENSING REQUIREMENTS:

The AGENCY 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.

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. The 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.

The AGENCY further represents that it has, or will secure at its own expenses, all necessary personnel required to perform the services under this Contract, and that they shall be fully qualified and, if required, authorized, permitted and/or licensed under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

The AGENCY represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest. Further, the members must also serve the AGENCY without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or client demographics.

The AGENCY shall comply with all legal criminal history record check regulations required for the population they serve. AGENCY will have and comply with policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions that will provide services or will be around children, the elderly and other vulnerable adult populations, prior to start date. Level 2 Criminal Background Checks will be done within 30 days after start date for employees and volunteers as required. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the agency.

ARTICLE 9 - NONDISCRIMINATION

The AGENCY warrants and represents that all of its employees and participants in the programs it serves are treated equally during employment and/or services without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression.

ARTICLE 10 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or AGENCY.

ARTICLE 11 – ACCESS AND AUDIT REQUIREMENTS

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, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and 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 interference or impeding any investigation shall be in violation of Palm Beach County Code 2-421 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

The AGENCY shall have all audits completed by an Independent Certified Public Accountant (IPA) who shall either be a Certified Public Accountant or a Public Accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable accounting principles.

- A. The annual financial audit report shall include all management letters and the AGENCY's response to all findings, including corrective actions to be taken.
- B. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement/grant number.
- C. Two bound originals of the audit is due within 30 days after receipt of the financial audit report by the Independent Certified Public Accountant or a Public Accountant licensed under Chapter 473, Fla. Stat. or nine (9) months after the

close of the fiscal year. The complete financial audit report, including all items specified herein, shall be sent directly to:

Public Safety Department
Attn: Stephanie Sejnoha, Director of Finance & Administration
Palm Beach County
20 South Military Trail
West Palm Beach, Florida 33415

ARTICLE 12 - 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 13 - INDEPENDENT CONTRACTOR RELATIONSHIP

The AGENCY is, and shall be, in the performance of all work services and activities under this contract, an Independent Contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this contract shall at all times, and in all places, be subject to the AGENCY's sole direction, supervision and control. The AGENCY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AGENCY's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The AGENCY does not have the power or authority to bind the COUNTY in any promise, agreement or representation. Further, 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.

ARTICLE 14 - CONTINGENT FEES

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

ARTICLE 15 - SUBCONTRACTING

The COUNTY does not allow subcontracting by the AGENCY for services under this contract.

ARTICLE 16 - 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 consultants 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 17 - EXCUSABLE DELAYS

The AGENCY shall not be considered in default by reason of 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 failures 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 provisions 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 18 - 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 19 - 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 in Palm Beach County Code, Section 2-421 – 2-440 as may be amended.

ARTICLE 20 - TERMINATION

This contract may be canceled 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 part, by the COUNTY, with or without cause, immediate 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:

Stop work on the date and to the extent specified.

Terminate and settle all orders and subcontracts relating to the performance of terminated work.

Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY. Transfer pertinent client records and refer clients receiving services to another AGENCY funded by COUNTY, as approved by the COUNTY, in order to ensure continuity of care.

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

Submit an invoice for final payment on the terminated portion of the contract within thirty (30) days of the termination date.

ARTICLE 21 - 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 22 - 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 23 - NOTICES

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:

Bill Johnson, Director
Department of Public Safety Division of Emergency Management
20 South Military Trail
West Palm Beach, Florida 33415

With copy to:
Palm Beach County Attorney's Office
301 North Olive Ave. – suite 601
West Palm Beach, Florida 33401

and if sent to the AGENCY shall be addressed to:

Jennifer Beckman, Executive Director
Palm Beach County Disaster Recovery Coalition, Inc.,
50 South Military Trail, Suite 201
West Palm Beach, Florida 33415

ARTICLE 24 - STANDARDS OF CONDUCT FOR EMPLOYEES

The AGENCY must establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Therefore, each institution receiving financial support must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official. For the requirements of code of conduct applicable to procurement under grants, see the procurement standards prescribed by 45 CFR Part 74, Subpart P and 45 CFR Part 92.36.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective grantee official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official must be reported promptly to the County.

A copy of the rules of conduct must be given to each officer, employee, board member,

and consultant of the recipient organization who is working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the grantee determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the County; however, they must be made available for a review upon request, for example, during a site visit.

ARTICLE 25 - ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY agrees that the Scope of Work has been developed from the AGENCY'S service proposal and that the COUNTY expects performance by the AGENCY in accordance with such application. In the event of a conflict between the proposal and this Contract (including Exhibits A, B, C, D, and E), this Contract shall control.

The COUNTY and the AGENCY both further 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.

THE REMAINDER OF THIS PAGE WAS 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 **Disaster Recovery Coalition, Inc.**, has hereunto set his/her hand the day and year above written.

ATTEST:

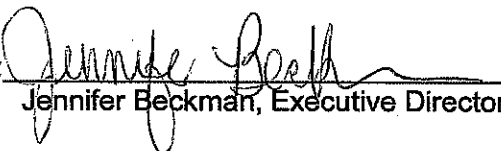
Sharon R. Bock, Clerk & Comptroller

**PALM BEACH COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**

BY: _____
Clerk & Comptroller

BY: _____
Steven L. Abrams, Mayor

**AGENCY: Palm Beach County
Disaster Recovery Coalition, Inc.**

BY: 
Jennifer Beckman, Executive Director

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS



By: _____
Vincent Borvento, Director
Department of Public Safety

EXHIBIT A

SCOPE OF WORK CONTRACT FOR DISASTER RECOVERY AND RESPONSE

Disaster Recovery and Response

This Scope of Work defines the working relationship and partnership of each respective party (COUNTY and AGENCY) in addressing and responding to the delivery of required actions and services in preparing and responding to a disaster impacting parts or all of Palm Beach County.

AGENCY Deliverables:

- Deliverable 1:** Develop and populate a resource registry of Faith-Based and Non-Profit Organizations including categorization of agency commitment along with contact and disaster related resource information.
- Demonstration:** Development of a resource registry of Faith-Based and Non-Profit Organizations to include contact and disaster-related resource information utilizing the COUNTY's WebEOC[®] system format.
- Due:** At time of submission of Report of MONTHLY Measurable Outcomes Report to COUNTY Project Manager and the Division of Emergency Management Director by 5:00 p.m. on the last business date of the month to be reported on and subject to approval by COUNTY.
- Deliverable 2:** Enter previously collected Partner Resource Surveys signed by Faith-Based Organizations and Non-Profit Organizations identified in FY2013 within the first quarter of contract performance period.
- Demonstration:** Electronic format of completed Partner Resource Surveys include contact and disaster-related resource information utilizing the COUNTY's WebEOC[®] system format.
- Due:** At time of submission of Report of MONTHLY Measurable Outcomes Report to COUNTY Project Manager and the Division of Emergency Management Director by 5:00 p.m. on the last business date of December 2014 and subject to approval by COUNTY.
- Deliverable 3:** Obtain twenty five (25) Partner Resource Surveys signed by Faith-Based Organizations identified by the EOA's to support disaster response and recovery efforts.

Demonstration: Hard copies and electronic format of completed Partner Resource Surveys with Faith-Based Organizations.

Due: At time of submission of Report of MONTHLY Measurable Outcomes Report to COUNTY Project Manager and the Division of Emergency Management Director by 5:00 p.m. on the last business date of the month to be reported on and subject to approval by COUNTY.

Deliverable 4: Obtain ten (10) Partner Resource Surveys with Non-Profit Organizations to support disaster response and recovery efforts.

Demonstration: Hard copies and electronic format of Partner Resource Surveys with Non-Profit Organizations

Due: At time of submission of Report of MONTHLY Measurable Outcomes Report to COUNTY Project Manager and the Division of Emergency Management Director by 5:00 p.m. on the last business date of the month to be reported on and subject to approval by COUNTY.

Deliverable 5: Conduct community-wide general disaster preparedness presentations with all levels of citizens utilizing COUNTY curriculum; a minimum of thirty six (36) per year.

Demonstration: Submit copies of Agendas and/or Sign-In Attendance Logs and COUNTY Community Outreach Satisfaction Surveys.

Due: At time of submission of Report of MONTHLY Measurable Outcomes Report to COUNTY Project Manager and the Division of Emergency Management Director by 5:00 p.m. on the last business date of the month to be reported on and subject to approval by COUNTY.

Deliverable 6: Develop the Unmet Needs overview, roles, and responsibilities to be included within the Recovery Coordinating Procedures.

Demonstration: Electronic copies of the Unmet Needs portion of the Recovery Coordinating Procedures.

Due: At time of submission of Report of MONTHLY Measurable Outcomes Report to COUNTY Project Manager and the Division of Emergency Management Director by 5:00 p.m. on the last business

date of the month to be reported on and subject to approval by COUNTY.

- Deliverable 7:** Conduct two (2) community-wide training sessions approved by COUNTY for various case-management agencies on the Recovery case-management process.
- Demonstration:** Submit copies of Training Content, Agendas and Sign-In Attendance Logs
- Due:** At time of submission of Report of MONTHLY Measurable Outcomes Report to COUNTY Project Manager and the Division of Emergency Management Director by 5:00 p.m. on the last business date of the month to be reported on and subject to approval by COUNTY.
- Deliverable 8:** Coordinate disaster response and repair in the event of a disaster occurring during the contract period. If during the contract period, no disaster occurs as approved by the COUNTY Director, this deliverable will not be applicable.
- Demonstration:** Copies of Disaster Assessment, Response and Repair Reports
- Due:** At time of submission of Report of MONTHLY Measurable Outcomes Report to COUNTY Project Manager and the Division of Emergency Management Director by 5:00 p.m. on the last business date of the month to be reported on and subject to approval by COUNTY.
- Deliverable 9:** By serving as the Lead Agency for the Unmet Needs Unit, fulfill all responsibilities required of a lead agency as outlined in the COUNTY'S Comprehensive Emergency Management Plan (see pp. 31-32), including: (a) coordination before, during, and after an incident, including pre-incident planning and participation in all COUNTY T.E.A.M. meetings; (b) maintain ongoing contact with all unit support agencies; (c) conduct periodic Unit/ESF meetings and conference calls to ensure operational readiness; (d) staff the Unit/ESF upon activation and ensure 24-hour staffing coverage based on level of activation; (e) maintain a roster of all lead agency contact persons, make necessary notifications, activate support agencies as necessary, and maintain ongoing communications to support mission assignments; (f) maintain a listing of available resources and support agencies; (g) develop, maintain, review, and exercise the Unit/ESF SOG and relevant policies and procedures to allow for the efficient and effective implementation of the Unit/ESF's

mission – SOGs must be reviewed and updated on an annual basis, at a minimum, and the current revision copy will be submitted to the COUNTY during the month of May of each year and whenever else the SOG is revised; (h) work with appropriate private-sector organizations to maximize use of all available resources; (i) support and keep other units/ESFs and organizational elements informed of the Unit/ESF's operational priorities and activities; (j) conduct situational and periodic readiness assessments at least quarterly; (k) maintain trained personnel to support interagency emergency response and support teams; and (l) identify new equipment or capabilities required to prevent or respond to new or emerging threats and hazards, or to improve the ability to address existing threats.

Demonstration: List in monthly reports all activities with date and topics.

Due: At time of submission of Report of MONTHLY Measurable Outcomes Report due to COUNTY Project Manager and the Division of Emergency Management Director by 5:00 p.m. on the last business date of the month to be reported on and subject to approval by COUNTY.

Deliverable 10: By May 5, 2014 develop a Strategic Plan in conformity with the COUNTY's Post Disaster Recovery Plan (PDRP) and the COUNTY's Recovery Plan; conduct annual reviews thereafter on same month, in collaboration with, and subject to approval by, the COUNTY.

Demonstration: Submit Strategic Plan and annual revisions thereafter, by the last business day of May of each year starting with 2014.

Due: At time of submission of Report of MONTHLY Measurable Outcomes Report to COUNTY Project Manager and the Division of Emergency Management Director by 5:00 p.m. on the last business date of the month to be reported on and subject to approval by COUNTY. AGENCY may, if warranted, request an extension of time to meet this deliverable provide a justification is provided and subject to COUNTY's approval.

COUNTY Responsibilities:

COUNTY will provide the following services and data to the AGENCY for performance of this project:

- a. Designate a COUNTY Project manager.

- b. Available data and information, including project objectives, constraints, budgetary limitations, and time restraints.
- c. **A copy of COUNTY-owned documents** appropriate to the project.
- d. Available drawings, maps, specifications, schedules, reports, data and other information developed by COUNTY and its member local governments and agencies which COUNTY considers pertinent for this project and to the AGENCY's responsibilities, described herein.
- e. Provide feedback solicited from draft documents and/or meetings and monthly reports to the AGENCY within three (3) business days of submission.
- f. A workstation office space at the County 4 points site, 50 South Military Trail, West Palm Beach Florida, Consumer Affairs Division to conduct project related work and activities.
- g. Access to all COUNTY facilities pertinent and as approved by COUNTY related to project deliverables.

AGENCY Responsibilities:

- a. The AGENCY shall perform only those services directly authorized by the COUNTY.
- b. Monthly project status reports shall be submitted COUNTY Project Manager and the Division of Emergency Management Director by 5:00 p.m. on the last business date of the month to be reported on, indicating project deliverables status, findings, observations, areas to be addressed, and recommended planned actions utilizing Exhibit E herein.
- c. Pursuant to Article 3 PAYMENTS of the contract herein payment of invoices shall be contingent on timely receipt of monthly reports due to COUNTY Project Manager and the Division of Emergency Management Director by 5:00 p.m. on the last business date of the month to be reported on, indicating project deliverables status, findings, observations, areas to be addressed and recommended planned actions utilizing Exhibit E herein. Payment of invoices shall be contingent on timely receipt of all required reports. The COUNTY shall implement a five (5) percent (%) payment reduction for reports submitted between one (1) and five (5) business days after the due date for any given month, a ten (10) percent (%) payment reduction for reports submitted between six (6) and ten (10) business days after the due date for any given month, and a ninety-five (95) percent (%) payment reduction for reports submitted after the tenth business day of the reported month. 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.
- d. The AGENCY will staff the project with qualified personnel as approved by the Project Manager.
- e. The AGENCY will provide all necessary materials required to conduct the project deliverables.

- f. All documents and support materials developed for COUNTY will be prepared in Microsoft Office® format (i.e., Word, Access, Excel and Power Point) and provided to COUNTY.
- g. All graphics, if any, shall be provided to COUNTY in a photo-ready reproducible format. When appropriate, maps and graphics should be prepared using the COUNTY approved GIS software.
- h. All written materials will be provided to COUNTY in both hard copy and electronic format (Word). The AGENCY will provide COUNTY with three (3) hard copies of final documents, bound in 3-ring binders and one (1) electronic format (see #d-g above) on a CD-R/DV-R disc.
- i. The AGENCY will provide COUNTY with both hard copy and electronic format of all work products (reports, spreadsheets, data sets, drawings, graphics, etc.) in a format compatible with COUNTY's computer systems.

**EXHIBIT B
REIMBURSABLE EXPENSES ONLY
SCHEDULE FOR PAYMENT AND UNITS OF SERVICES**

Agency: Palm Beach County Disaster Recovery Coalition, Inc.
Service: Palm Beach County Disaster Recovery

Unit of Service and Definition Unit= one hour	Number of Units of Service	Cost Per Unit of Service
Disaster Recovery services: Partner Resource Surveys developed and Completed by Faith-Based and Non-Profit Partner Agencies to support disaster recovery efforts, Expand and Update Resource Registry of Faith-Based and Non-Profit Organizations in Web EOC format, planning and conducting meetings and training, coordinating disaster recovery in support of EOC, the Comprehensive Emergency Management Plan and Post-Disaster Redevelopment Plan, writing grants, fund raising, developing written process for coordination, collection, and dissemination of the Unmet Needs Report, and coordinating recovery and repairs in the event of a disaster.	990	\$50.00

MAXIMUM AMOUNT AUTHORIZED \$ 49,500

Unit Cost expenses shall mean the actual expenses as authorized by the COUNTY pursuant to this Contract, and reasonably incurred by PALM BEACH COUNTY DISASTER RECOVERY COALITION, INC. directly in connection with PALM BEACH COUNTY DISASTER RECOVERY COALITION's performance of its duties and Scope of Work pursuant to this Contract.

**Monthly Allocation Worksheet
Palm Beach County Department of Public Safety
Division of Emergency Management FY 2014**

Reimbursement Month and Year: _____

Agency Name:
Contract Year: 2013-2014
Service Dates: 10/1/13-9/30/14

Service	Contract Amount		Current Month Utilization			Year to Date Utilization			Contract Balance
	Cost per Unit	Total	# of Units	Cost per Unit	Total	# of Units	Cost per Unit	Total	Total
Disaster Recovery Services									
TOTAL									

Current Request Total: \$ _____

Certification: I certify that I have reviewed this Request for Reimbursement/Monthly Allocation Worksheet and that all items shown above are in accordance with the signed contact.

Authorized Signature

Date

**Exhibit D
On Agency's Letterhead**

Date _____

AMOUNT OF REIMBURSEMENT REQUEST:

\$ _____

FOR MONTH OF: _____

I hereby certify that by personal examination of the records of this AGENCY that these expenses, as supported by the attached statements, were made on behalf of this AGENCY for the purposes specified in its approved request for County funding. Refer to Palm Beach County Board of County Commissioner Document.

EXHIBIT E

MONTHLY PERFORMANCE MEASURES REPORT

SERVICE _____

MONTH _____

Performance Measures	Target (12% per month)	Percent Achieved	Status
Recruit Non- Profit Organizations to support disaster response and recovery efforts.			
Recruit Faith- Based Organizations to support disaster response and recovery efforts.			
Expand and Update resource registry of Faith- Based Organization contact and disaster related resource information.			
Conduct community-wide general disaster preparedness presentations with all levels of citizens; minimum eighteen per year.			
Develop a written process for coordination, collection, and dissemination of the Unmet Needs Report for public outreach distribution within seven (7) days of a disaster.			
Conduct two (2) community-wide training sessions for various case-management agencies on the Recovery case-management process.			
Coordinate disaster response and repair only in the event of a disaster.			

Completed by _____ Date _____