

Agenda Item #: 3X2

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: December 3, 2013 [X] Consent [] Regular
[] Ordinance [] Public Hearing

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

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: Receive and File

A) Palm Beach County Medical Society Services, Inc. in the amount of \$21,025 for the period October 28, 2013 through January 31, 2014 to provide planning, training and exercise services to strengthen medical response in Palm Beach County; and B) City of Greenacres in the amount of \$16,520 for the period October 28, 2013 through January 31, 2014 to enhance their emergency advisory radio system.

Summary: The County was awarded \$658,604 from the US Department of Homeland Security through the City of Miami. Of the \$658,604 in grant funding, the County will award, \$21,025 to Palm Beach County Medical Society Services, Inc. to hire a consultant who will provide planning, training and exercise services which will enhance and/or develop new emergency capabilities for responding to disaster events affecting the twenty-two (22) member health care and emergency management organization. The City of Greenacres will be awarded \$16,520, to enhance its emergency advisory radio system. This enhancement will enable the City of Greenacres to strengthen its emergency information sharing capabilities. All of these projects have been approved by the City of Miami Urban Area Security Initiative (UASI) Working Group as the regional fiscal agent's approval authority. Resolution R-2013-0622 authorizes the County Administrator or his designee to execute all UASI sub-grant contracts on behalf of the Board of County Commissioners, for the UASI Grant Program. **No County matching funds are required. Countywide (PGE)**

Background and Policy Issues:

In early 2006, the State of Florida and the Federal Department of Homeland Security established a new UASI. This new UASI was created using the cities of Fort Lauderdale, Miramar, Miami Gardens, Hollywood, and Coral Springs as the core cities. At the first organizational meeting of the UASI, the core cities invited the Counties of Broward and Palm Beach to participate as equal partners. Subsequently, the City of Coral Springs and the Sheriffs Office of Broward and Palm Beach Counties were also invited to participate as equal partners. In May of 2011, the Miami UASI and the Fort Lauderdale UASI were combined by the Department of Homeland Security into the Fort Lauderdale/Miami UASI, The City of Miami has accepted the duties and responsibilities of representing the UASI to the State and Federal Governments as the UASI's fiscal agent and point of contact.

Attachments:

- 1) Contract with Palm Beach County Medical Society Services, Inc.
- 2) Contract with the City of Greenacres

Recommended by: Victor Bonaventura 11/7/13
Department Director Date

Approved By: Victor Bonaventura 11/7/13
Assistant County Administrator Date

WB
11/7/13

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Capital Expenditures					
Operating Costs	\$37,545				
External Revenues	(\$37,545)				
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact					
# ADDITIONAL FTE POSITIONS (Cumulative)	-				

Is Item Included In Current Budget? Yes X No

Budget Account Exp No: Fund 1438 Department 662 Unit 7357 Object Various
 Rev No: Fund 1438 Department 662 Unit 7357 Source 3129

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

Grant: Urban Areas Security Initiative Grant 2011
 Fund: Urban Areas Security Initiative Grant
 Unit: Urban Areas Security Initiative Grant 2011

Departmental Fiscal Review: Stephanie Sepnoka

III. REVIEW COMMENTS

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

Susan Neary 11/13/13
 OFMB 11/12 AM 11/13/13

Don J. Jacobson 11/27/13
 Contract Administration

B. Legal Sufficiency:

[Signature] 11/27/13
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

ub
 11/7/13

**CONTRACT BETWEEN PALM BEACH COUNTY AND THE PALM BEACH COUNTY
MEDICAL SOCIETY SERVICES, INC. FOR UASI GRANT YEAR 2011**

This Contract (hereinafter "Contract" or "Agreement") is made as of the 28th day of October, 2013, 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 "COUNTY" and the Palm Beach County Medical Society Services Inc., a not-for-profit corporation of the State of Florida, (hereinafter referred to as RECIPIENT), whose Federal I.D. is 65-1048299.

Whereas, the Urban Area Security Initiative Grant Year 2011, hereinafter "UASI 2011" through the City of Miami as its fiscal agent, will provide two hundred forty-four thousand, one hundred eighty-two dollars and sixty cents (\$244,182.60) as a portion of its funding to Palm Beach County; and

Whereas, RECIPIENT has been identified through the Palm Beach County Division of Emergency Management's competitive sub-grantee selection process to receive twenty-one thousand, twenty-five dollars (\$21,025) of the 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 strengthen Palm Beach County's medical response to hazards as they emerge as outlined in the Scope of Work and deliverables attached hereto as Exhibit A "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 John James, Director of Public Health and Disaster Services, whose telephone number is: 561-433-3940 extension 17.

ARTICLE 2 – 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 by January 31, 2014. 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 has to upfront all costs associated with the project. RECIPIENT will not be reimbursed until COUNTY receives reimbursement from UASI's fiscal agent. The reimbursement process is as follows: RECIPIENT begins the process by filing a reimbursement package with the COUNTY and then the COUNTY forwards the reimbursement package to the City of Miami. Upon receipt of payment from the City of Miami, RECIPIENT will be paid in accordance with this contract.

This contract shall not exceed the amount of twenty-one thousand, twenty-five dollars (\$21,025). 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 Miami, 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 reasonable written notice to the COUNTY'S representative. 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 2011 grant due in part to the RECIPIENT'S failure to secure a vendor or consultant for the implementation of the scope of work within three (3) months of this execution of this contract. The COUNTY may also terminate this contract, in whole or on part, without cause 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 - FEDERAL AND STATE TAX

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

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

ARTICLE 7 - AVAILABILITY OF FUNDS

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

ARTICLE 8 - INSURANCE

- A. RECIPIENT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. RECIPIENT shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by RECIPIENT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by RECIPIENT under the contract.
- B. **Commercial General Liability** RECIPIENT shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. RECIPIENT shall provide this coverage on a primary basis.
- C. **Business Automobile Liability** RECIPIENT shall maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Accident for all owned, non-owned and hired automobiles. In the event RECIPIENT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing RECIPIENT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. RECIPIENT shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability** RECIPIENT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. RECIPIENT shall provide this coverage on a primary basis.
- E. **Professional Liability** RECIPIENT shall maintain Professional Liability or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$10,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent

annual report or audited financial statement. For policies written on a "Claims-Made" basis, RECIPIENT 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, RECIPIENT shall purchase a SERP with a minimum reporting period not less than 3 years. RECIPIENT shall provide this coverage on a primary basis.

Additional Insured RECIPIENT 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." RECIPIENT shall provide the Additional Insured endorsements coverage on a primary basis.

- F. **Waiver of Subrogation** RECIPIENT 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 RECIPIENT 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 RECIPIENT enter into such an agreement on a pre-loss basis.
- G. **Certificate(s) of Insurance** Prior to execution of this Contract, RECIPIENT shall deliver to the COUNTY'S representative as identified in Article 26, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County
c/o Billy Weinshank
Terrorism Response Planner
20 S Military Trail, West Palm Beach 33415

- H. **Umbrella or Excess Liability** If necessary, RECIPIENT may satisfy the minimum limits required above for 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 Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- I. **Right to Review** COUNTY, by and through its Risk Management Department, in

cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 9 - 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 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 RECIPIENT.

ARTICLE 11 - 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 12 - GRANT COMPLIANCE

The RECIPIENT shall comply with all laws, ordinances and regulations applicable to the grant herein; UASI 2011 which is managed under the Homeland Security Grant Program.

- A. Training projects funded with UASI 2011 funding 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 2011 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."

ARTICLE 13 - 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 14 - 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 15 - 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 16 - 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 17 - 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 and or UASI fiscal agent 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 2011 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 18 - 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 19 - 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 20 - 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 21 - 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 22 - 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: John James
Title: Director of Public Health and Disaster Services
Address: 3540 Forest Hill Blvd, Suite 101, West Palm Beach, FL 33406

ARTICLE 23 - 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 24 - 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 25 – 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 26 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

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

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

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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.

**RECIPIENT: PALM BEACH COUNTY
MEDICAL SOCIETY SERVICES,
INC**

**PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS**

By: Jenna Wiles
Tenn Wiles
Chief Executive Officer
Palm Beach County Medical Society
Services

By: Vincent Bonvento
Vincent Bonvento
Director of the Department of Public Safety

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: Paula Eddley
Assistant County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

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

CONTACT INFORMATION

Department or Agency Name	Palm Beach County Medical Society Services
Prepared by:	Jay Lee, Ph.D., Director Disaster Preparedness Services & Michael Self, HERC Chairperson
Contact E-mail:	jayl@pbcms.org
Contact Phone Number:	561 433-3940 or 561 707-3122

PROJECT INFORMATION

Project Title	Consulting services for the Healthcare Emergency Response Coalition (HERC) of Palm Beach County FL
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Total Requested	\$ 21,025
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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 is designed to provide consulting services to the PBC Emergency Management Division by the Palm Beach County Medical Society Services' disaster preparedness division. Primary consulting will be provided by Jay Lee, Ph.D. Director of disaster preparedness services.

The consulting will provide organizing, exercising, planning and training functions to the 22 member organizations of HERC (Healthcare Emergency Response Coalition). HERC membership includes all acute care hospitals in Palm Beach County, FL as well as the health department, PBC fire/rescue, health care district, emergency management, law enforcement, Red Cross, Region VII/health & medical in addition to other emergency response agencies. The mission of HERC is: to develop and promote the healthcare emergency preparedness, response and recovery capability of Palm Beach County, Florida.

This grant will enhance and develop new emergency capacities for responding to both man-made or natural disaster events of the 22 healthcare and emergency management member organizations.

Specifically, the grant will expand and:

- 1.) provide a consistent methodology for the healthcare community to interact with one another and other response agencies at a county, regional, and state level to promote emergency preparedness;
- 2.) improve the coordination and the delivery of healthcare emergency response services at the local, regional and state levels;
- 3.) improve communication between local, regional, and state entities on community-wide emergency planning, response and recovery;
- 4.) improve readiness through coordination of community-wide training and exercises of ESF-8 and the 22 HERC member organizations;
- 5.) ensure preparedness in the healthcare community through standardized practices and integration with other response partners.

As noted above primary services to be delivered include building; planning, training, exercising organizational capacity for all acute care hospitals in the county and the other HERC membership. Project consulting cost include: \$5,000 for planning, \$3,000 for two member trainings, \$5,000 for county wide exercises, \$5,000 for strategic planning and \$8,025 for organizing functions. Total requested: \$21,025.

Line Item Budget Detail

Project Title: Consulting services for the Healthcare Emergency Response Coalition (HERC) of Palm Beach County FL
Agency or Department: Palm Beach County Medical Society Services

AEL (For Equipment Only)	Item Description - Provide detailed information	Units	Unit Cost	Total Cost	POETE Category
	planning: consultant will develop of a written three year strategic plan for HERC which will integrate into county emergency plan	1	\$ 5,000	\$ 5,000	
	training: two emergency related trainings will be provided to HERC member organizations and their health care workers	2	\$ 1,500	\$ 3,000	
	exercising: a county-wide exercise will be conducted to test readiness of HERC's hospitals to respond to a disaster event	1	\$ 5,000	\$ 5,000	
	organizing: consultant will provide services to HERC to improve the coalition infra-structure.	107	\$ 75	\$ 8,025	
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Total Detail				\$ 21,025	

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 EMERGENCY ADVISORY RADIO SYSTEM ENHANCEMENT
BETWEEN PALM BEACH COUNTY AND THE CITY OF GREENACRES**

This Contract (hereinafter "Contract" or "Agreement") is made as of the 28th day of October, 2013, 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 GREENACRES, a municipal corporation of the State of Florida, (hereinafter referred to as RECIPIENT), whose Federal I.D. is 59-0977961.

Whereas, the Urban Area Security Initiative 2011 Grant hereinafter "UASI 2011" through City of Miami as its fiscal agent hereinafter referred to as "City of Miami," will provide sixteen thousand, five-hundred twenty dollars (\$16,520) as a portion of the FY 2011 Funds granted to Palm Beach County; and

Whereas, RECIPIENT has been identified through the Palm Beach County Division of Emergency Management's competitive sub-grantee selection process to receive sixteen thousand, five-hundred twenty dollars (\$16,520) of the UASI 2011 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 an upgrade to the City of Greenacres emergency advisory radio system designed to keep the citizenry of the City of Greenacres informed as set forth in more detail in the "Project Summary" in the Scope of Work attached hereto as "Exhibit A".

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 Teri Beiriger, Grants Coordinator, whose telephone number is: 561-642-2019.

ARTICLE 2 – 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 January 31, 2014. 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 has to upfront all costs associated with the project. RECIPIENT will not be reimbursed until COUNTY receives reimbursement from UASI's fiscal agent. The reimbursement process is as follows: RECIPIENT begins the process by filing a reimbursement package with the COUNTY and then the COUNTY forwards the reimbursement package to the City of Miami. Upon receipt of payment from the City of Miami, RECIPIENT will be paid in accordance with this contract.

This contract shall not exceed the amount of sixteen thousand, five-hundred twenty dollars (\$16,520). 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 Miami the COUNTY shall have no obligation to make payment to RECIPIENT.

The parties acknowledge that the Recipient's original request of twenty-nine thousand, five hundred dollars (\$29,500) as referenced on Exhibit A (Scope of Work) has been reduced by UASI 2011 to sixteen thousand, five-hundred twenty dollars (\$16,520), as noted for the reasons stated in the asterisk under "Project Summary," and in the correspondence between COUNTY and City of Miami hereto as "Exhibit B."

ARTICLE 4 - TERMINATION OF CONTRACT

This Contract may be terminated by the RECIPIENT upon reasonable written notice to the COUNTY'S representative. 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 2011 grant due in part to the RECIPIENT'S failure to secure a vendor or consultant for the implementation of the Scope of Work within three (3) months of this execution of this contract. The COUNTY may also terminate this contract, in whole or on part, without cause 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

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

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

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

ARTICLE 7 - FEDERAL AND STATE TAX

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

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

ARTICLE 8 - AVAILABILITY OF FUNDS

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

ARTICLE 9 - INSURANCE

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.

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 CONSULTANT.

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 2011 grant herein.

- A. Training projects funded with UASI 2011 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. 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>.
- C. 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>.
- D. 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."
- E. 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 2011 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. Nothing herein is intended to serve as a waiver of sovereign immunity nor shall be construed as consent by RECIPIENT to be sued by third parties in any matter arising from this contract.

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 Weinschank, 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: Teri Beiriger
Title: Grants Coordinator
City of Greenacres
5800 Melaleuca Lane,
Greenacres, FL 33463

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 - 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 27 – 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 28 - 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.

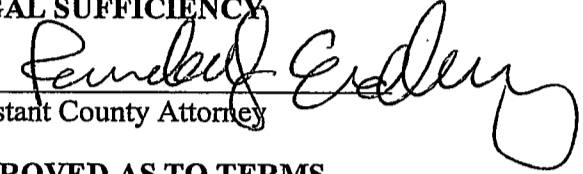
CITY OF GREENACRES

By: 
Wadie Atallah, City Manager

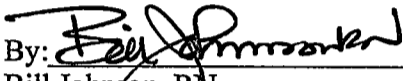
**PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS**

By: 
Vincent Bonvento
Director of Public Safety

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: 
Assistant County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

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

CONTACT INFORMATION

Department or Agency Name	City of Greenacres
Prepared by:	Deborah S. Manzo
Contact E-mail:	dmanzo@ci.greenacres.fl.us
Contact Phone Number:	561-642-2060

PROJECT INFORMATION

Project Title	Emergency Advisory Radio System Enhancement
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Total Requested \$ **29,500** *

DO NOT ENTER - Total amount inserted automatically from Line Item Detail tab.

Project Summary

Please ensure you specifically mention which UASI Strategy Goal(s) and Objective(s) you will be accomplishing in the Summary

The City of Greenacres is proposing to increase the capabilities of the City's Emergency Advisory Radio System that was purchased in June of 2006. The purpose of the radio system is to communicate vital public information during emergencies, threats, or natural disasters. Our goal is to be able to provide pertinent, accurate, up-to-date information to the public with what to do when a disaster affects the community. The clarity of the messages and broadcast area is tremendously limited with the current system; the system is not being used as intended due to these limitations.

The current system consists of a 24V Transmitter, digital message programmer, and antenna. Messages are created and updated via the telephone resulting in poor audio quality and limited capabilities of providing up-to-the minute reports, alerts, and instructions to our community in a timely and efficient manner. Examples of alerts include: evacuation orders, shelter information, boil water announcements, road closures, Amber alerts, curfew orders, distribution site locations, infrastructure issues, and live reports provided by the EOC.

An enhanced system will enable the City to strengthen information sharing capabilities. The upgrade includes a new antenna for enhanced coverage throughout the City limits, an improved ground system, a computer system with audio processor, and equipment to link to the City's Internet site for on-line streaming of programming so staff and constituents can obtain important information when outside the transmission area.

This initiative meets the three overarching priorities - #1, the system supports implementation of the NIMS, Component IV: Command and Management, C. Public Information, and NRF f/k/a NRP, Chapter I, Roles and Responsibilities, Local; #2, the system expands regional collaboration by providing information to the public via AM radio station and through the City's Internet; and #3, the system supports the NIPP by aiding in the overarching goal of NIPP by strengthening rapid recovery. The initiative also meets three (3) of the five (5) capability-specific priorities identified for the Grant - #1, Strengthen information sharing and collaboration capabilities; #2, Strengthen interoperable communications capabilities; and #5, Strengthen emergency operations planning and citizen protection capabilities.

*The Miami UASI has decreased the award for this project from the requested \$29,500 by 44% to \$16,520. This budget decrease was made to all Miami UASI projects under the direction of the Department of Homeland Security. This decreased amount is reflected in Exhibit B, "Letter from the City of Miami" that accompanied the UASI 2011 contract; which was approved by the Board of County Commissioners on May 21, 2013.

Line Item Budget Detail					
Project Title: Emergency Advisory Radio System Enhancement Agency or Department: City of Greenacres					
AEL (For Equipment Only)	Item Description - Provide detailed information	Units	Unit Cost	Total Cost	POETE Category
04AP-09-ALRT	12 Channel Mixer Board- Allows usage of many audio channels.	1	\$ 2,450	\$ 2,450	Equipment
04AP-09-ALRT	Audio Processor- To allow for optimum sound quality.	1	\$ 900	\$ 900	Equipment
04AP-09-ALRT	Microphones- High quality microphones provide high quality sound and can be used for recording quality sound.	3	\$ 225	\$ 675	Equipment
04AP-09-ALRT	Editing/Automation System- System allows recording and storing of announcements for automated broadcasting of station.	1	\$ 2,750	\$ 2,750	Equipment
04AP-09-ALRT	Computer and audio card- Used to run radio live automated system.	1	\$ 1,200	\$ 1,200	Equipment
04AP-09-ALRT	Computer and audio card - Used to stream station audio on City website.	1	\$ 1,200	\$ 1,200	Equipment
04AP-09-ALRT	Compressor/Limiter- Audio conditioner that delivers audio to computer for streaming at a consistent level.	1	\$ 1,150	\$ 1,150	Equipment
04AP-09-ALRT	AM Broadcast stand alone Antenna- Antenna to be mounted on facility roof. Current antenna to be stored and used for back-up.	1	\$ 1,575	\$ 1,575	Equipment
04AP-09-ALRT	Antenna Height Extension Mounting Kit- Mounting Kit to extend antenna height on the roof.	1	\$ 175	\$ 175	Equipment
04AP-09-ALRT	Groundplane- Copper straps and wiring providing necessary grounding of station.	1	\$ 800	\$ 800	Equipment
04AP-09-ALRT	Antenna Coupler- Links antenna to groundplane.	1	\$ 600	\$ 600	Equipment
04AP-09-ALRT	Coax/Connectors- Upgrade to 1/2" Coax transmission line for minimum loss and maximum signal input to the antenna.	100-200 ft.	\$ 175	\$ 175	Equipment
04AP-09-ALRT	Cabling/Connectors- Cabling and connectors linking all studio elements.	Various	\$ 100	\$ 100	Equipment
04AP-09-ALRT	Professional Engineering/Build-out- All professional labor necessary for the rebuilding of the antenna system and studio. Includes tuning of all components.	Various	\$ 7,000	\$ 7,000	Planning
04AP-09-ALRT	Audio production of all station imaging. Includes voice talent and copywriting.	Various	\$ 750	\$ 750	Planning
04AP-09-ALRT	System Training- Four (4) hours of on-site training on automated system.	Various	\$ 500	\$ 500	Training
04AP-09-ALRT	Audio production of four (4) vignettes. Each Vignette will be 4-5 minutes in length. ARN will provide copywriting, full production and voice talent on these vignettes.	Various	\$ 1,500	\$ 1,500	Planning
04AP-09-ALRT	Optional: De-Tuning of the large tower adjacent to building to make tower invisible to frequency of the station.	1		\$ 6,000	Equipment
Total Detail				\$ 29,500	

Instructions

AEL: Authorized Equipment List. All equipment requests MUST include this code.

List can be found at www.rkb.us
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