



**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	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>Net Fiscal Impact</b>	* =====	=====	=====	=====	=====
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	-	_____	_____	_____	_____

Is Item Included In Current Budget? Yes X No \_\_\_\_\_

Budget Account Exp No: Fund 0001 Department 660 Unit 7150 Object 3401

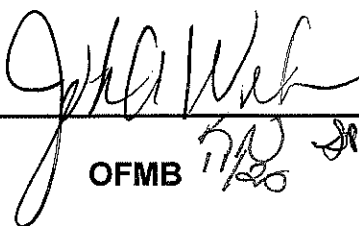
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

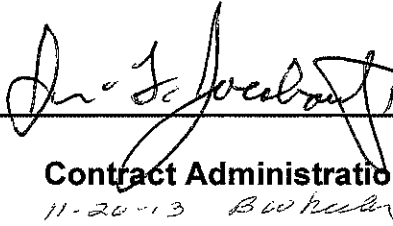
\*The fiscal impact is indeterminable at this time and ultimately depends on the 2013-2014 cold weather season and the number of residents that attend the shelters. The County will reimburse the American Red Cross from invoices and supporting documentation reflecting the allowable costs incurred as identified in the contract. These costs will be absorbed through the Public Safety Department's operating budget.

Departmental Fiscal Review: 

**III. REVIEW COMMENTS**

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

 11/20/13  
OFMB 11/20 11/20

 11/26/13  
Contract Administration  
11-20-13 B.W. Kester

**B. Legal Sufficiency:**

  
Pamela Eidelberg  
Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

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

**FIRST AMENDMENT TO STANDARD ORIGINAL CONTRACT BETWEEN PALM BEACH COUNTY AND THE AMERICAN RED CROSS**

**THIS FIRST AMENDMENT** (hereinafter "First Amendment") dated \_\_\_\_\_, 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 "COUNTY,") and The American Red Cross (hereinafter referred to as the "RED CROSS") whose Federal ID is 53-0196605), amends the Original Contract ("Original Contract" R-2010-2143) dated December 21, 2010, to provide cold weather shelter services.

**WITNESSETH:**

**WHEREAS**, the RED CROSS contracted to provide meals, blankets and medical/hygiene kits in the Original Contract (R-2010-2143) at a reimbursement rate equal to actual cost; and

**WHEREAS** the actual costs incurred by the RED CROSS has now increased for blankets since the original Contract was executed on December 21, 2010; and

**WHEREAS**, the Contact person for the County and another administrative provision of standard County contract has changed; and

**WHEREAS** the parties are in agreement to amend the affected Articles in the Original Contract;

**NOW THEREFORE**, the above named parties hereby mutually agree to amend the Original Contract (R-2010-2143 dated December 21, 2010) and enter this First Amendment, replacing or amending the Articles and Exhibit referenced below as follows:

1. **Article 1. Purpose:** The County's representative/liason during the performance of this contract shall be Jeffrey M. Goldberg, Emergency Program Coordinator, telephone number (561) 712-6337 or designee
2. **Article 4. Red Cross responsibilities, Article 6, County Responsibilities, and Exhibit A (Break Down of Costs):** The reimbursement rate for actual costs incurred by the RED CROSS for blankets will be increased from \$4.95 to \$7.00 per blanket. The price increase reflects the actual material cost. These costs are reflected in "Exhibit A-1" (attached hereto and made a part hereof to this First Amendment).
3. **Article 14. 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.

**First Amendment (Red Cross-Cold Weather Shelter)**

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 RED CROSS.

- 4. All other provisions not in conflict with this First Amendment remain in effect and are to be performed at the same level as specified in the Original Contract (R2010-2143).

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement reinstating and amending the terms of the Original Agreement (R-2010-2143) to be executed by their officials thereupon duly authorized.

**ATTEST:**

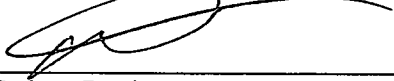
**SHARON R. BOCK**  
Clerk & Comptroller

**PALM BEACH COUNTY**  
**BOARD OF COUNTY COMMISSIONERS:**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair/ Mayor

**The American Red Cross:**

By:   
Robert Levine  
Regional Chief Executive Officer  
South Florida Region

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Assistant County Attorney

**APPROVED AS TO TERMS  
AND CONDITIONS**


By:   
Vincent Bonvento  
Director of Public Safety

Exhibit A-1



American Red Cross

# Disaster Services

Greater Palm Beach Area Chapter  
Palm Beaches/Treasure Coast Region  
American Red Cross  
825 Fern Street.  
West Palm Beach, FL 33401

**To:** Bill Johnson  
Director  
Palm Beach County EMA

**From:** Mark Goggin  
Emergency Services Director

**Date:** November 13, 2013

**Subject:** Proposed Reimbursement cost for  
Cold Shelters 2013-2014 Season

Below is an updated pricing for reimbursement of material items and food cost for supporting the Palm Beach County Cold Weather Shelters.

Based on current price increases the following is a break out of cost per person associated with the operation of cold weather shelters for the 2013-2014, season.

Items/cost based on providing services for the shelter residents and will be billed as reimbursement expense.

<u>Item</u>	<u>Unit Cost</u>
Blankets	\$ 7.00 per person
Medical\Hygiene Supplies	\$ 1.00 per person
Food items Based on 2 meals a day (dinner/ breakfast)	\$ 1.62 /per person – per meal served

If day time temperatures require extending the hours of the shelter, lunch would be provided at the same per meal cost of \$ 1.62 per lunch.

R 2010-2143  
STANDARD CONTRACT  
BETWEEN PALM BEACH COUNTY BOARD OF COUNTY  
COMMISSIONERS AND THE AMERICAN RED CROSS  
GREATER PALM BEACH AREA CHAPTER

This contract is made as of the \_\_\_\_\_ day of DEC 21 2010, 2010 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 American Red Cross Greater Palm Beach Area Chapter, a not for profit organization authorized to do business in the State of Florida, hereinafter referred to as RED CROSS, whose Federal I.D. is 53-0196605.

**WHEREAS**, the COUNTY recognizes the need to assist the citizens of Palm Beach County during cold weather periods necessitating the need to open the County's cold weather shelters; and

**WHEREAS**, COUNTY has committed to assist with some of the cold weather shelter costs when the cold weather shelters open;

**WHEREAS**, it has been determined mutually beneficial to all Parties to execute this contract which sets forth the parameters under which the COUNTY provides support to RED CROSS in addressing the costs of opening the cold weather shelters;

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

**Article 1. PURPOSE**

This contract delineates the responsibilities of the COUNTY for reimbursement of costs in addressing the costs of opening the cold weather shelters.

The County's representative/liaison during the performance of this contract shall be Brian Edwards, Senior Planner, telephone number (561) 712-6317 or designee.

The RED CROSS representative/liaison during the performance of this contract shall be Mark J. Goggin, Emergency Services Director, telephone number (561) 650-9102.

**Article 2. SCOPE**

The provisions of this contract apply to the utilization of COUNTY funds in addressing logistical items and meal costs of opening the cold weather shelters.

**Article 3. TERMS OF CONTRACT AND AUTOMATIC RENEWAL**

The term of this contract is from November 1, 2010 through September 30, 2011. The contract will be automatically renewed, providing that funding is available, for increments of one (1) year terms beginning October 1, 2011 through September 30, 2012, thereafter unless otherwise notified by the RED CROSS and/or the COUNTY.

**Article 4. RED CROSS RESPONSIBILITIES:**

A. The RED CROSS is assuming responsibility for staffing of cold weather shelters at no cost to the COUNTY. The RED CROSS will submit to the COUNTY invoices reflecting the costs of the meals provided at the cold weather shelters at the rate of \$1.62 per meal, two (2) meals (breakfast and dinner) per day, per person. Other authorized reimbursable expenses include blankets at the rate of \$4.95 per blanket and medical/hygiene kits at the rate of \$1.00 each as identified in Exhibit A.

B. Nothing in this contract shall represent a commitment by the COUNTY nor shall be construed as intent by the COUNTY to fund any others costs associated with the opening of cold weather shelters other than the costs listed in Article 4, paragraph A. herein.

**Article 5. BILLING SCHEDULE:**

Invoices received from RED CROSS pursuant to this Contract will be reviewed and approved by the COUNTY's representative, indicating that services have been rendered in conformity with the Contract. Approved invoices will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval. Payments shall be sent to:

Rob Levine  
Chief Executive Officer  
American Red Cross  
Greater Palm Beach Area Chapter  
825 Fern Street  
West Palm Beach, Florida 33401  
Attn: Cold Weather Alert and Notification – Invoice Number \_\_\_\_\_

**Article 6. COUNTY RESPONSIBILITIES:**

COUNTY shall be responsible for the reimbursement costs of two (2) meals per day, breakfast and dinner, to be provided by RED CROSS to all of the citizens staying at the cold weather shelters upon receipt of invoice requesting reimbursement and a count sheet showing the dates and number of clients sheltered at the cold weather shelters.

The COUNTY will accept from RED CROSS invoices reflecting the costs of the meals provided at the cold weather shelters at the rate of \$1.62 per meal, two (2) meals (breakfast and dinner), per day, per person utilizing the cold weather shelter. Other authorized reimbursable expenses include blankets at the rate of \$4.95 per blanket and medical/hygiene kits at the rate of \$1.00 each as identified in Article 4.

**Article 7. INDEMNIFICATION**

The RED CROSS shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, servants, employees and elected officers harmless from and against any and all claims, liability, losses, expense, cost, damages and/or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, which may arise from any and all acts or omissions of the RED CROSS during the performance of the RED CROSS's service under this Contract.

**ARTICLE 8. NONDISCRIMINATION**

The RED CROSS 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 9. TERMS OF THE CONTRACT**

This contract will remain in effect until such time as either PARTY either amends the contract or cancels the contract. The effective date of this contract is November 1, 2010.

**Article 10. AMENDMENTS TO THIS CONTRACT**

The COUNTY and the RED CROSS 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 11. TERMINATION**

This contract may be terminated without cause by either party to the contract with or without cause.

## **Article 12. INSURANCE REQUIREMENTS**

RED CROSS agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by RED CROSS is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by RED CROSS under this contract.

**Commercial General Liability** - RED CROSS agrees to maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis

**Waiver of Subrogation** - RED CROSS agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit RED CROSS to enter into a pre-loss agreement to waive subrogation without an endorsement, then RED CROSS agrees 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 includes a condition specifically prohibiting such an endorsement, or voids coverage should RED CROSS enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance** - RED CROSS agrees to provide COUNTY a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. The Certificate Holder address shall read:

PALM BEACH COUNTY  
c/o Public Safety Department  
20 South Military Trail  
West Palm Beach, FL 33415

**Additional Insured** - RED CROSS agrees to endorse COUNTY as an Additional Insured with a CG026 Additional Insured - Designated Person or Organization endorsement to the Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.

## **ARTICLE 13. AVAILABILITY OF FUNDS**

The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

## **ARTICLE 14. REMEDIES**

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

## **ARTICLE 15. INDEPENDENT CONTRACTOR RELATIONSHIP**

The RED CROSS 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 RED CROSS' sole direction, supervision, and control. The RED CROSS shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the



RED CROSS' 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 CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

**Article 16. INSPECTOR GENERAL**

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, 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 RED CROSS, 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 Ordinance 2009-049, 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 RED CROSS has hereunto set its hand the day and year above written.

R 2010-21 43 DEC 21 2010

ATTEST:  
SHARON R. BOCK  
CLERK AND COMPTROLLER



By: [Signature]  
Deputy Clerk

PALM BEACH COUNTY  
BOARD OF COUNTY  
COMMISSIONERS:

By: [Signature]  
Karen T. Marcus, Chair

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: [Signature]  
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By: [Signature]  
Vincent J. Bonvento

WITNESS (of the RED CROSS):

[Signature]  
Signature

Romca Maniz  
Name (type or print)

[Signature]  
Signature

Rebecca Videtto  
Name (type or print)

RED CROSS:

American Red cross  
Greater Palm Beach Area Chapter  
Company Name

[Signature]  
Signature

Rob Levine  
Typed Name

Chief Executive Officer  
Title

(corp. seal)



American Red Cross

Greater Palm Beach Area Chapter  
Palm Beaches/Treasure Coast Region  
American Red Cross  
825 Fern Street.  
West Palm Beach, FL 33401

## Disaster Services

**To:** Brian Edwards  
Planner, PBC EMA

**Date:** November 15, 2010

**From:** Mark Goggin  
Emergency Services  
Director

**Subject:** Proposed Reimbursement cost for  
Cold Shelters

The following is a break out of cost per person associated with the operation of cold weather shelters.  
Items/cost based on providing services for the 1,550 shelter residents and billed as reimbursement expense.

Item	Unit Cost
Blankets	\$ 4.95 per person
Medical/Hygiene kits	\$ 1.00 per person
Food items Maximum 2 meals a day (dinner/ breakfast)	\$ 1.62 /per person – per meal served