

**AGREEMENT BETWEEN  
LAKE COUNTY, FLORIDA  
AND EMERGENCY RESPONSE EDUCATORS AND CONSULTANTS, INC.  
FOR ON-CALL EMERGENCY MANAGEMENT CONSULTING SERVICES  
RFP # 19-0913(B)**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida (the COUNTY), by and through its Board of County Commissioners, and Emergency Response Educators and Consultants, Inc., a Florida for profit corporation, its successors and assigns (the CONSULTANT).

**WITNESSETH:**

**WHEREAS**, the COUNTY publicly submitted a Request for Proposal (RFP#) 19-0913, seeking firms or individuals qualified to provide on-call emergency management consulting services for the COUNTY; and

**WHEREAS**, CONSULTANT desires to perform such services subject to the terms of this Agreement.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

**Article 1. Recitals**

1. The foregoing recitals are true and correct and incorporated herein.

**Article 2. Scope of Professional Services**

**2.1** On the terms and conditions set forth in this Agreement, the COUNTY hereby engages CONSULTANT to provide on call emergency management consulting services for the COUNTY, more specifically listed in **Attachment A - Scope of Services**, attached hereto and incorporated herein. The Scope of Services may be modified by an amendment to this Agreement, but to be effective and binding such amendment must be in writing and signed by an authorized representative of the CONSULTANT and the Director of the Lake County Office of Emergency Management. CONSULTANT acknowledges and agrees that if work is assigned to CONSULTANT, each individual project shall have a specific scope agreed to by the parties by way of a task work order. **ALL TASK WORK ORDERS SHALL BE REVIEWED AND APPROVED BY THE LAKE COUNTY OFFICE OF PROCUREMENT SERVICES AND THE LAKE COUNTY ATTORNEY'S OFFICE FOR THE COUNTY PRIOR TO THE CONSULTANT BEGINNING ANY WORK ON THE ASSIGNED PROJECT OR PAYMENT BEING MADE TO CONSULTANT.**

**2.2** This Agreement shall be effective for the twelve (12) month period immediately following the date of execution of the Agreement by the COUNTY. The COUNTY reserves the sole right to renew this Agreement for four (4) additional one (1) year periods. CONSULTANT shall maintain, for the entirety of the stated additional period(s), if any, the same prices, terms, and conditions included within this Agreement. Continuation of this Agreement beyond the initial period is a prerogative of the COUNTY and not a right of CONSULTANT. This prerogative may be exercised only when such continuation is in the best interest of the COUNTY.

**2.3** CONSULTANT agrees that this Agreement will be an open quantity contract. The COUNTY does not guarantee to CONSULTANT any minimum amount of work throughout the term of this Agreement. Furthermore, CONSULTANT agrees and acknowledges that in the event CONSULTANT cannot meet the COUNTY's specifications, including but not limited to time for completion or cost for

individual project, that the COUNTY reserves the sole right to offer the individual project to the COUNTY's other consultant(s).

2.4 Any work that commences prior to and will extend beyond the expiration date of the current Agreement period shall, unless terminated by mutual written agreement between the COUNTY and CONSULTANT, continue until completion at the same prices, terms and conditions.

2.5 CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by CONSULTANT during the term of this Agreement. CONSULTANT shall include in all contracts with subcontractors performing work pursuant to any contract arising from this Agreement an express requirement that the subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of the contract.

### **Article 3. Payment**

3.1 Payment shall be based upon a lump sum fee, arrived at utilizing the hourly rates set forth in Consultant's Pricing, attached hereto and incorporated herein as **Attachment B**. The personnel needed for each individual project shall be determined through the Task Work Order.

3.2 CONSULTANT shall submit invoices to the Lake County Office of Emergency Management within thirty (30) calendar days from delivery of goods or services to the COUNTY. The invoices must reflect the type of service provided to the COUNTY. All invoices must contain the contract and/or purchase order number, date and location of delivery or service. CONSULTANT may be assigned work by task work order and each task work order will be assigned a single identification number for billing purposes.

3.3 The COUNTY will make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment, and CONSULTANT may be considered in default and this Agreement may be terminated.

3.4 Other than the fees and rates set forth in **Attachment B**, CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

3.5 In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, CONSULTANT agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. CONSULTANT is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of CONSULTANT pursuant to the grant funding requirements. A copy of the requirements will be supplied to CONSULTANT by the COUNTY upon request.

### **Article 4. COUNTY Responsibilities**

4.1 The COUNTY shall pay in accordance with the provisions set forth in this Agreement.

4.2 The COUNTY retains the right to inspect all work to verify compliance with this Agreement.

### **Article 5. Special Terms and Conditions**

**5.1 Qualifications.** CONSULTANT shall during the entire duration and renewal(s) of this Agreement shall be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required to perform the services required under this Agreement. CONSULTANT shall be registered with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

**5.2 Key Personnel.** CONSULTANT agrees that each person listed or referenced in the solicitation package submitted to the COUNTY by CONSULTANT (19-0913) shall be available to perform the services described herein for the COUNTY barring illness, accident, or other unforeseeable events of a similar nature in which case CONSULTANT must be able to promptly provide a qualified replacement. In the event CONSULTANT desires to substitute personnel, CONSULTANT shall propose a person with equal or higher qualifications and each replacement person is subject to prior written approval of the COUNTY. In the event the requested substitute is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to terminate this Agreement.

**5.3 Termination.** This Agreement may be terminated by the COUNTY upon twenty (20) days advance written notice to the other party; but if any service under this Agreement is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said service is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required twenty (20) day advance written notice, COUNTY shall reimburse CONSULTANT for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. Termination by the COUNTY for cause, default, or negligence on the part of CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 20-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled, and CONSULTANT shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the services delivered under this Agreement.

**5.4 Assignment of Agreement.** This Agreement shall not be assigned or sublet except with the written consent of Lake County's Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the assignment or subcontract or subjecting the COUNTY to liability of any kind to any assignee or subcontractor. No assignment or subcontract shall under any circumstances relieve CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through CONSULTANT. In the event CONSULTANT is acquired in whole or in part by another entity, including any takeovers effectuated by a stock buyout, or similar acquisition process, CONSULTANT shall notify the COUNTY immediately. The COUNTY shall have the option of terminating this Agreement in the event the acquiring entity does not meet with the COUNTY's approval. Any acquisition or hostile takeover may result in termination of this Agreement for cause.

**5.5 Insurance.**

AGR BETWEEN LAKE COUNTY AND EMERGENCY RESPONSE EDUCATORS AND CONSULTANTS, INC. FOR ON-CALL EMERGENCY MANG CONSULTING, 19-0913(B)

A. CONSULTANT shall purchase and maintain, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring CONSULTANT against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and obligations of CONSULTANT under the terms and provisions of the Agreement. An original certificate of insurance, indicating that CONSULTANT has coverage in accordance with the requirements of this section, must be furnished by CONSULTANT to the COUNTY within five (5) working days of such request and must be received and accepted by the COUNTY prior to contract execution and before any work begins.

The parties agree that the policies of insurance and confirming certificates of insurance shall insure CONSULTANT is in accordance with the following minimum limits:

- (i) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

- Each Occurrence/General Aggregate \$1,000,000/\$2,000,000
- Products-Completed Operations: \$2,000,000
- Personal & Adv. Injury: \$1,000,000
- Fire Damage: \$50,000
- Medical Expense: \$5,000
- Contractual Liability: Included

- (ii) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

- Combined Single Limit: \$1,000,000

- (iii) Workers' compensation insurance in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers' compensation insurance, the CONSULTANT must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation for that injury.

- (iv) Employer's liability insurance with the following minimum limits and coverage:

- Each Accident: \$1,000,000
- Disease-Each Employee: \$1,000,000
- Disease-Policy Limit: \$1,000,000

- (v) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 per claim and annual aggregate of \$2,000,000.

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear all applicable policies, except workers' compensation and professional liability.

C. Certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of cancellation or nonrenewal of the required insurance. It is the CONSULTANT's specific responsibility to ensure that any such notice is provided within the stated

timeframe. Certificate(s) of insurance shall identify the RFP number in the Description of Operations section of the Certificate.

D. CONSULTANT must provide a copy to the COUNTY of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. *(Note: A simple COI WILL NOT be accepted in lieu of the policy endorsements).*

E. Certificate of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

F. Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,  
AND THE BOARD OF COUNTY COMMISSIONERS.  
P.O. BOX 7800  
TAVARES, FL 32778-7800

G. All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions.

H. The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of CONSULTANT and/or sub-consultant providing such insurance.

I. CONSULTANT shall be responsible for sub-consultants, if any, and their insurance. Sub-consultants are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with CONSULTANT's requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for cause.

K. Neither approval by the COUNTY of any insurance supplied by CONSULTANT, nor a failure to disapprove that insurance, shall relieve CONSULTANT of full responsibility of liability, damages, and accidents as set forth herein.

**5.6 Conflict of Interest.** CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONSULTANT certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of CONSULTANT and that no such person may have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

**5.7 Public Entity Crimes.** A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a consultant, supplier or sub-consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**5.8 Indemnity.** CONSULTANT shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONSULTANT to take out and maintain the above insurance. In accordance with Section 725.08, Florida Statutes, the CONSULTANT agrees for good and valuable consideration to indemnify, and hold the COUNTY, its commissioners, and its employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of CONSULTANT, its agents, employees or representative, in the performance of CONSULTANT'S duties set forth in this Agreement.

**5.9 Independent Contractor.** CONSULTANT, and all its employees, agree that they will be acting as independent contractors and will not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. CONSULTANT shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY.

**5.10 Ownership of Deliverables.** Upon completion of and payment for a task CONSULTANT agrees all tasks and/or deliverables under this Agreement, and other data generated or developed by CONSULTANT under this Agreement or furnished by COUNTY to CONSULTANT shall be and/or remain the property of COUNTY. CONSULTANT shall perform any acts that may be deemed necessary or desirable by COUNTY to more fully transfer ownership of all Tasks and/or deliverables to COUNTY, at COUNTY'S expense. Additionally, CONSULTANT hereby represents that it has full right and authority to perform its obligations specified in this Agreement. CONSULTANT and COUNTY recognize that CONSULTANT'S work product submitted in performance of this Agreement is intended only for the project described in this Agreement. COUNTY'S alteration of CONSULTANT'S work product or its use by COUNTY for any other purpose shall be at COUNTY'S sole risk.

**5.11 Return of Materials.** Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONSULTANT shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONSULTANT by the COUNTY pursuant to this Agreement. CONSULTANT may keep copies of all work product for its records.

**5.12 Retaining Other Consultants.** Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

**5.13 Accuracy.** CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services due to causes within its reasonable control. Any corrections shall be made within ten (10) calendar days after such deficiencies or non-conformances are reported by the COUNTY.

**5.14 Truth in Negotiation Certificate.** For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual

unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

**5.15 Codes and Licenses.** All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances. During the term of this Agreement, CONSULTANT must be appropriately licensed to provide the services provided under this Agreement.

**5.16 Prohibition Against Contingent Fees.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement 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 CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon on resulting from the award or making of this Agreement.

**5.17 Public Records.** Pursuant to Section 119.0701, Florida Statutes, CONSULTANT shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by the COUNTY to perform the services identified in this Agreement.
2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONSULTANT does not transfer the records to the COUNTY.
4. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If CONSULTANT transfers all public records to the COUNTY upon completion of the contract, CONSULTANT shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the contract, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY PROCUREMENT, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT [purchasing@lakecountyfl.gov](mailto:purchasing@lakecountyfl.gov).**

Failure to comply with this subsection will be deemed a breach of the Agreement and enforceable as set forth in Section 119.0701, Florida Statutes.

**5.18 Right to Audit.** The COUNTY reserves the right to require CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. CONSULTANT shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONSULTANT agrees to include the requirements of this provision in all contracts with sub-consultants in connection with the work performed under this Agreement.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by CONSULTANT to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit shall be reimbursed to the COUNTY by CONSULTANT. Any adjustments and/or payments which must be made as a result of any such audit or inspection of CONSULTANT'S invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY'S audit findings to CONSULTANT.

#### **Article 6. Miscellaneous Provisions**

**6.1** This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida. CONSULTANT waives its right to a jury trial for any action arising from this Agreement.

**6.2** The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

**6.3** This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

**6.4** This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto, unless otherwise stated herein.

**6.5** The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

**6.6** During the term of this Agreement CONSULTANT assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONSULTANT employees or applicants for employment. CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

**6.7** Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.



6.8 With the consent of CONSULTANT, other agencies, including Lake County, Florida, may make purchases in accordance with the contract. Any such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

6.9 CONSULTANT shall act as the prime CONSULTANT for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONSULTANT shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All sub-consultants will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in sub-consultants shall be made without consent of the COUNTY. CONSULTANT shall be responsible for all insurance, permits, licenses and related matters for any and all sub-consultants. Even if the sub-consultant is self-insured, the COUNTY may require the CONSULTANT to provide any insurance certificates required by the work to be performed.

6.10 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.11 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

If to CONSULTANT:

Emergency Response Educators and  
Consultants Inc.  
233 NE 58<sup>th</sup> Ave, Suite 101  
Ocala, FL 34470

If to COUNTY:

Lake County Manager  
315 W. Main Street  
P.O. Box 7800  
Tavares, FL 32778

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

**Article 7. Scope of Agreement**

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

7.2 This Agreement contains the following attachments, all of which are incorporated into this Agreement:

Attachment A – Scope of Services  
Attachment B – Consultant Pricing

*{Remainder of page intentionally left blank}*

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman and by CONSULTANT through its duly authorized representative.

CONSULTANT

EMERGENCY RESPONSE EDUCATORS AND CONSULTANTS, INC.

By: Teresa A. Newsome

Teresa A. Newsome, President

This 17<sup>th</sup> day of April, 2019.

ATTEST:

Gary J. Cooney

Gary J. Cooney, Clerk  
Board of County Commissioners of  
Lake County, Florida



Approved as to form and legality:

Melanie Marsh

Melanie Marsh, County Attorney

COUNTY

BOARD OF COUNTY COMMISSIONERS  
OF LAKE COUNTY, FLORIDA

Leslie Campione

Leslie Campione, Chairman

This 24<sup>th</sup> day of May, 2019.

## **ATTACHMENT A – SCOPE OF SERVICES**

### **I. Purpose**

The vendor will provide on-call consulting services to the Office of Emergency Management (OEM) on an as-needed basis. The vendor must complete projects, which may include any of the services outlined in this Scope of Services.

### **II. Minimum Vendor Qualifications**

- A. Must have a working knowledge of Florida's Response Community.
- B. Five (5) years consulting service experience in the Emergency Management/Public Safety.
- C. Project Manager is credentialed as a Certified Emergency Manager (CEM) by the International Association of Emergency Managers.
- D. Must provide three (3) references of similar type consulting services.
- E. Must be able to meet in-person with healthcare facilities' staff when reviewing plans.

### **III. Outline of Work Tasks**

- A. Emergency Management Plans and Procedures
  1. Comprehensive Emergency Management Plan (CEMP)
    - The creation, evaluation, revision or process development for: CEMP updates, programmatic accreditation and other legal/regulatory compliance related to the CEMP to include but not limited to the National Incident Management System (NIMS) compliance requirements and other homeland security requirements.
  2. Healthcare Facility Emergency Management Plan Review
    - This involves the review and recommendation for improvements to the emergency management plans for healthcare facilities to include, but not limited to assisted living facilities, hospitals and nursing homes.
  3. Interagency Coordinating Procedures and/or Guidelines
    - The creation, evaluation, revision or process development of procedures to operationally implement the concepts within the CEMP with some or all applicable agencies.
  4. Agency Specific Plans
    - The creation, evaluation, revision or process development of agency specific plans. This may include, but not limited to written directives, standard operating procedures, standard administrative procedures, etc.
  5. Strategic Plans
    - The creation, evaluation, revision or process development of overarching goals and objectives for the Emergency Management Program.
  6. Continuity of Operations/Continuity of Government Plans
    - The creation, evaluation, revision or process development of continuity of operations/government plans and procedures for key processes within the local government to the standards prescribed by the State of Florida or the Department of Homeland Security.
- B. After Action Reports / Improvement Plans for Real World Events
  1. Coordinate with OEM and all identified stakeholders to produce After Action Reports and Improvement Plans that evaluate and provide suggestions to improve emergency response.
  2. Development of all After Action Reports and Improvements Plans will be compliant with the Homeland Security Exercise & Evaluation Program (HSEEP).

C. Training and Exercises

1. National Incident Management System (NIMS)/Incident Command System (ICS) Training

- Develop exercise related documents for the specific exercises (Players' Handbook, Controller/Evaluator Handbooks, Situation Manual, etc.).
- Create After Action Reports (AAR) with Improvement Plans (IP) that highlight the strengths and shortcomings experienced in the exercise.
- Types of Exercises. There are a number of different exercises that are part of the exercise program. The following are examples of the different types of exercises:
  - Drill: A drill is a coordinated, supervised activity, usually used to test a single specific operation or function in a single agency or a relatively limited portion of the overall functions.
  - Tabletop Exercise: This type of exercise simulates an emergency situation in an informal, stress-free environment. It is designed to elicit constructive discussions as participants examine and resolve problems based on existing plans, policies and coordination.
  - Functional Exercise: This type is a fully simulated, interactive exercise. It tests capabilities to respond to a simulated emergency testing one or more emergency management functions.
  - Full-Scale Exercise: A full-scale exercise is as close to a real disaster as possible. It is a field exercise designed to evaluate the operational capability of emergency management systems in a highly stressful environment, which simulates actual response conditions.

2. Development and/or delivery of emergency management skill level courses.

- Delivery of Federal Emergency Management Agency (FEMA), State and uniquely designed emergency management courses by qualified instructors.

D. Mitigation and Preparedness Studies

1. Local Mitigation Strategy (LMS)

- The creation, evaluation, revision or process development of the Local Mitigation Strategy and/or additional plans and procedures.

2. Specialized Studies and Reports to include but not be limited to:

- Evacuation Studies
- Citizen Preparedness Surveys
- Gap Analysis Studies

E. Grant Management

Vendor will be required to research, develop, write and submit these grant proposals to include but not be limited to:

- Disaster-Specific Assistance Programs
- Hazard-Related Grants and Assistance Programs
- Homeland Security/National Preparedness
- Non-Disaster Programs

**IV. Responsibilities of OEM**

OEM will provide the following services and data to the vendor for the performance of each work order.

- Available data and information on project objectives, constraints, budgetary limitations and time restraints.
- Available drawings, maps, specifications, schedules, reports, data and other information developed by OEM and its member local governments and agencies which OEM considers pertinent to the Consultant's responsibilities.

**V. Responsibilities of Consultant**

- A. The vendor will perform only those services directly authorized by OEM. Services must be ordered by the County only via issuance of an Order for Services.
- B. Progress reports and invoices shall be provided on a monthly basis and must include hours per task and dollars spent.
- C. All computer analysis will be performed on computers compatible with systems in place within Lake County.
- D. All documents and support materials developed for OEM will be prepared in Microsoft Office format such as Word, Access, Excel and Power Point.
- E. All Geographical Information System (GIS) related information will be provided in a format compatible with systems in place within Lake County.
- F. All materials will be provided to OEM in both hard copy and electronic format.

**VI. Ownership of Work Tasks**

Lake County will retain ownership of all deliverables of the Work Tasks of this RFP. OEM has final authority on the sharing and/or distribution of these deliverables outside of Lake County.

**VII. Deliverables**

The deadline for certain deliverables is determined on direction from OEM and the order of services. Below is a general set of deliverables for the types of services the vendor of record will support.

**A. Emergency Management Plans and Procedures**

<b>Contract Timeline</b>	<b>Deliverable</b>
<b>10 days after Scope of Work received</b>	Kick-Off Meeting
<b>120 days after Kick-Off Meeting</b>	First draft of plan and/or procedure delivered to OEM
<b>30 days after First Annex draft delivered</b>	Final version of plan and/or procedure delivered

**B. Training and Exercises**

<b>Contract Timeline</b>	<b>Deliverable</b>
<b>20 days after Order of Service received</b>	Kick-Off meeting conducted
<b>20 days after Kick-Off meeting</b>	First draft of the training or exercise project plan sent to the OEM Program Manager
<b>15 days after first draft submitted</b>	Final version of the training or exercise project plan sent to the OEM Program Manager
<b>15 days after the final training or exercise project plan are approved</b>	Exercise or training conducted
<b>15 days after the exercise is conducted (**Only for Exercise**)</b>	First draft of the After Action report sent to OEM Program Manager

<b>15 days after the training is conducted (**Only for Training**)</b>	Consultant meets with OEM program manager and gives a report on the results of this training and offers recommendations verbally and electronically.
<b>10 days after the first draft of the After Action report are submitted</b>	Final version of the After Action report sent to OEM Program Manager

C. Mitigation and Preparedness Studies

<b>Contract Timeline</b>	<b>Deliverable</b>
<b>10 days after Order of Service received</b>	Kick-Off Meeting
<b>120 days after Kick-Off Meeting</b>	First draft of plan and/or procedure delivered to OEM Program Manager
<b>30 days after First Annex draft delivered</b>	Final version of plan and/or procedure delivered

D. Grant Management

<b>Contract Timeline</b>	<b>Deliverable</b>
<b>10 days after Order of Services received</b>	Kick-Off Meeting
<b>60 days after Kick-Off Meeting</b>	First draft of grant application submitted to the OEM Program Manager
<b>30 days after First Draft delivered</b>	Final version of grant application submitted to the OEM Program Manager

E. Healthcare Facility Emergency Management Plan Review

<b>Contract Timeline</b>	<b>Deliverable</b>
<b>Every 30 days of service</b>	Monthly report of plans being reviewed and date received
<b>30 days for corrective action</b>	Health Care Facility (HCF) has up to 30 days to correct plans and re-submit to the Vendor of record for approval
<b>60 days of non-correspondence with HCF</b>	Report will be generated and sent to OEM
<b>30 days after HCF plan is approved</b>	An invoice will be sent to OEM

VIII. Performance Period for Assigned Tasks

The performance period for each task will be negotiated by the County and the vendor for inclusion in the applicable delivery order.

ATTACHMENT B – CONSULTANT’S PRICING

CONSULTANT agrees to provide services to the COUNTY, pursuant to the terms and conditions of this Agreement, under the following pricing schedule:

- Line Item 1: Blended Hourly Rate for Professional Services: \$ 70.00 hour
- Line Item 2: Blended Hourly Rate for Professional Training Support: \$ 65.00 hour
- Line Item 3: Blended Hourly Rate for Professional Exercise Support: \$ 75.00 hour
- Line Item 4: Blended Hourly Rate for Administrative/ Clerical Services: \$ 50.00 hour

**Pricing Notes:**

1. The County guarantees no minimum quantity or dollar value of work.
2. All effort under this contract is to be performed on a task order basis. Specific potential tasks will be identified to the consultant. The vendor will respond to each identified task with a proposal stating the technical approach and time frame for completion of the task, along with a firm fixed price proposal for completing the task. The price proposal will be based on the hourly rates stated above, and the related quantity of hours proposed by the consultant (for each of the hourly rates) for completion of the given task. County staff will review the vendor's task order proposal and will either accept the proposal, enter into negotiations in regard to the technical or financial aspects of the proposal, or reject the proposal. If negotiations are entered into and conducted to a successful conclusion, the vendor must provide a revised proposal that incorporates the agreements reached during the course of negotiations.
3. The "blended hourly rate" for professional services must be a single hourly rate encompassing all professional classifications (ie; all classifications other than those clerical or administrative in nature) that may be required for completion of any given task under the resulting contract. This blended hourly rate shall be a fully loaded rate to include, but not be limited to, all salary, benefits, overhead, profit, and local travel costs (defined as travel within Lake County and within a seventy-five (75) mile radius of Tavares, Florida).
4. The "blended hourly rate" for administrative/clerical services must be a single hourly rate encompassing all administrative / clerical classifications (generally defined to include, but not be limited to, word processing or office management functions) that may be required for completion of any given task. This blended hourly rate must be a fully loaded rate to include, but not be limited to, all salary, benefits, overhead, profit, and local travel costs (defined as travel within Lake County and within a seventy-five (75) mile radius of Tavares, Florida).
5. It is hereby confirmed that the intended effort will generally not involve fulltime or long-term tenure within the County's Emergency Operations Center. The pricing proposed by the vendor should therefore not assume access to any County facilities or equipment.

*JAW*