

**Board of County Commissioners
Agenda Request**

Date of Meeting: January 3, 2012

Date of Submitted: December 19, 2012

To: Honorable Chairperson and Members of the Board

From: Major Shawn Wood, Emergency Management
Director

Subject: Agreement with The Management Experts, LLC
to Provide Emergency Management Training

Statement of Issue:

Consideration of an agreement between the Gadsden County Board of County Commissioners and The Management Experts, LLC to provide emergency training. This agreement will allow for review and update of the Comprehensive Emergency Management Plan for Gadsden County and will provide emergency response training for local emergency response personnel. These services will be provided under the Federal SHSGP program, contract number 11DS92023001472 in the amount of \$44,348.

Background:

The Gadsden County Sheriff's Office "piggy-backed" off of the Bradford County competitive selection and utilized the services of The Management Experts, LLC to provide emergency training and exercise to local emergency response personnel under the Federal SHSGP program Contract Number 10DS39023001298, approved by the BOCC on June, 7, 2011. Again, the Gadsden County Sheriff's Office wishes to "piggy-back" off the Bradford County's agreement with The Management Experts, LLC. Attached is the agreement proposed for consideration by the Board. The agreement has been reviewed by The Management Experts, LLC and the sheriff's office.

Analysis:

The training provided by The Management Experts, LLC is needed to implement the Federal Department of Emergency Management SHSGP grant program. The Management Experts, LLC was selected to provide these services for Bradford County through a competitive bidding process. As such, Gadsden County may “piggy-back” off the competitive award by Bradford County and contract with The Management Experts, LLC to provide the same services for the Gadsden County Sheriff’s Office.

Fiscal Impact:

N/A

Recommendation:

Approve the agreement

Attachment (s):

Proposed Agreement with The Management Experts, LLC.

SERVICES CONTRACT
(Professional)

This Services Contract, dated _____, 2012, between the Gadsden County Board of County Commissioners (the COUNTY) and The Management Experts, LLC (hereinafter "Contractor").

This Agreement defines the terms under which Contractor shall provide professional services to the COUNTY.

WHEREAS Bradford County engaged in the competitive selection process to obtain services to implement its grant under the State Homeland Security Grant Program SHSGP; and

WHEREAS as a result of that competitive selection process, The Management Experts, LLC was selected as the most qualified; and

WHEREAS Gadsden County's Department of Emergency Management wishes to "piggyback" off Bradford County's competitive selection process and contract with The Management Experts, LLC;

NOW, THEREFORE in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. SERVICES TO BE RENDERED AND RATES OF PAYMENT. Contractor shall render the services described in Exhibit A and the COUNTY shall compensate Contractor for said services as described in Exhibit A, provided that specific deliverables set out by the County are accomplished and a proper invoice therefore shall be rendered and said services shall be performed to the satisfaction of the COUNTY. The COUNTY shall resolve all claims and disputes under this Services Contract.

A. Contractor will provide the following services:

Planning, training and exercise activities to Gadsden County Emergency Management as set out in Exhibit A.

B. All services will be performed by Contractor to the satisfaction of the Gadsden County Administrator or his assign, who will decide all questions, difficulties and disputes of any nature whatsoever, on behalf of the COUNTY that may arise under or by reason of the Agreement.

C. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses will be subject to mutual agreement of the parties, and Supplemental Agreement(s) of such a nature as required will be entered into by the parties in accordance herewith.

D. All plans, proposal developments, materials, computer files and/or reports prepared or obtained for the COUNTY under this Agreement will be considered works made for hire and will become the property of the COUNTY without restriction or limitation on their use and will be made available, upon request, to the COUNTY at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the COUNTY of said document(s), the COUNTY will become the custodian thereof. Contractor will not copyright any materials.

- E. Written updates will be provided to County staff on a monthly basis and presentations will be made before the Gadsden County Board of Commissioners when requested by the County Administrator or his assign/designee. Payment shall be due and made in accordance with the Local Government Prompt Payment Act (§218.70, F.S., et. seq.) and interest on unpaid balances shall accrue and be payable as provided in the Act.

2. **TERM.** This Services Contract shall commence on the date first set forth above and shall continue for a period of 12 months, terminating at the end thereof unless earlier terminated in accordance with the terms of this Services Contract.

3. **PRICE AND PAYMENT.** Pursuant to FDEM contract number 11DS9Z023001472 for the grant award services provided for the period is \$44,348.00. The compensation contract price indicated is inclusive of all expenses borne by the Contractor and therefore no expenses shall be reimbursed to the Contractor by The COUNTY for the duration of this agreement. This sum includes any and all reimbursement to Contractor for expenses related to service to THE COUNTY including, but not limited to, long distance telephone calls, faxes, document production, overnight delivery, in-town courier services, business meals, out-of-town travel, and in-town travel.

4. **BENEFITS.** The COUNTY shall not provide the Contractor with any fringe benefits in relation to the services performed under this agreement. This agreement does not create an employer/employee relationship between the Contractor, its agents, officers or employees and the County. The Contractors, its agents, officers and employees are independent contractors for all purposes including, but not limited to, the Federal Unemployment Tax Act, the Fair Labor Standards Act, the provisions of the Internal Revenue Code, the Florida Unemployment Insurance law and the Florida Worker's Compensation Act. The Contractor retains sole control over the methods and manner of carrying out the scope of work set out in this agreement. The Contractor is solely responsible for compliance with any and all laws relating to its employees and the County assumes no obligation or responsibility for Contractor's employees.

5. **INDEMNITY AND PAYMENT FOR CLAIMS**

- A. **INDEMNITY:** The Contractor shall indemnify and hold harmless the COUNTY, its officers and employees, attorneys and agents from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys fees, to the extent caused by Contractor or his employees, officers or agents during the performance under this Services Contract, provided, however, that Contractor shall not be liable hereunder for the sole negligence of the COUNTY, its officers and employees, attorneys and agents.

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Services Contract to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Services Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

- B. **PAYMENT FOR CLAIMS:** Contractor guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Contractor or any subcontractor, in connection with this Contract. Final acceptance and payment does not release the Contractor from its obligations hereunder until all such claims are paid or released.

6. **COMPLIANCE WITH LAWS.** The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.

Throughout the duration of this agreement, the Contractor will serve as an independent contractor of the COUNTY. As such, the Contractor will obey all laws relating to federal and state income taxes, associated payroll and business taxes, licenses and fees, workers compensation insurance, and all other applicable state and federal laws and regulations.

7. **INSURANCE**

- A. **GENERAL LIABILITY.** The Contractor shall carry and keep in force during the period of this Services Contract a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$ 300,000 each occurrence, and property damage insurance of at least \$ 100,000 each occurrence, for the services to be rendered in accordance with this Services Contract, as well as the indemnity provided hereinabove.
- B. **AUTOMOBILE LIABILITY.** The Contractor shall also carry and keep in force during the period of this Services Contract automobile liability insurance policy or policies for all vehicles operated by the Contractor in the performance of services hereunder with a company or companies authorized to do business in Florida, affording liability insurance with combined bodily injury limits of at least \$100,000 per person and \$ 300,000 each occurrence, and property damage insurance of at least \$ 100,000 each occurrence, for the services to be rendered in accordance with this Services Contract, as well as the indemnity provided hereinabove.
- C. **COUNTY AS ADDITIONAL INSURED.** THE COUNTY shall be named as an additional insured on the foregoing policy (ies). Each such policy shall provide for written notification of the COUNTY no less than 30 days prior to the expiration or cancellation of coverage.
- E. **WORKERS COMPENSATION.** The Contractor shall maintain workers compensation insurance in force as required by Florida Law.
- E. **PROOF OF INSURANCE.** The Contractor shall deliver proof of the foregoing insurance to the COUNTY prior to performing any work hereunder.

8. **SUBJECT TO FUNDING.** This Contract is entered into subject to the amounts budgeted by the Board of County Commissioners as available for expenditure during this fiscal year and the COUNTY shall not be liable hereunder for any amounts in excess thereof. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.

9. **SUBCONTRACTORS.** The Contractor will maintain an adequate and competent professional staff so as to enable the Contractor to timely perform under this Agreement and must be authorized to do business within the State of Florida and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the COUNTY, other than those costs negotiated within the limits and terms of this Agreement. The Contractor is fully responsible for satisfactory completion of all

subcontracted work. The Contractor, however, will not sublet, assign or transfer any work under this Agreement to other than subcontractors specified in the Agreement without the written consent of the COUNTY.

The Contractor shall be held responsible for the negligence of its subcontractors. In the successful completion of this engagement, the Contractor may utilize subcontractors, but the Contractor shall remain completely responsible to the COUNTY for performance under this Agreement.

10. TERMINATION AND DEFAULT

- A. This Services Contract may be canceled by the COUNTY in whole or in part at any time the interest of the COUNTY requires such termination. The COUNTY also reserves the right to seek termination or cancellation of this Agreement in the event the Contractor shall be placed in either voluntary or involuntary bankruptcy. The COUNTY further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors.
- B. If the COUNTY determines that the performance of the Contractor is not satisfactory, the COUNTY shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, if the deficiency is not corrected the Agreement will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the COUNTY.
- C. If the COUNTY requires termination of the Agreement for reasons other than unsatisfactory performance of the Contractor, the COUNTY shall notify the Contractor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D. If the Agreement is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed. All work in progress will become the property of the COUNTY and will be turned over promptly by the Contractor.
- E. THE COUNTY may issue a verbal or written Stop Work order to Contractor at any time, and Contractor shall immediately cease all performance under this Service Contract until otherwise instructed. Contractor shall have no claim for delay or other damages associated with the Stop Work order and shall be compensated only for services performed to the satisfaction of the COUNTY.

11. CONFIDENTIAL INFORMATION. The Contractor shall not, at any time during or following expiration or termination of its engagement hereunder (regardless of the manner, reason, time or cause thereof) directly or indirectly disclose or furnish to any person not entitled to receive the same for the immediate benefit of the COUNTY any trade secrets or confidential information as determined by the COUNTY in writing.

12. COVENANTS. The Contractor agrees to (a) faithfully and diligently do and perform the acts and duties required in connection with its engagement hereunder, and (b) not engage in any activity which is or likely is contrary to the welfare, interest or benefit of the business now or hereafter conducted by the COUNTY.

13. **BINDING EFFECT.** This Agreement will inure to the benefit of and shall be binding upon the parties hereto and their respective successors or assigns (whether resulting from any re-organization, consolidation or merger of either of the parties or any assignment to a business to which all or substantially all of the assets of either party are sold).

14. **ASSIGNMENT.** The Contractor shall not sublet, assign or transfer any work under this Services Contract without the prior written consent of the COUNTY.

15. **NOTICES.** All notices required to be given under the terms of this Agreement or which any of the parties desires to give hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, or sent by facsimile transmission, addressed as follows:

(a.) If to Contractor addressed to:

Contractor name: The Management Experts, LLC
Attention: Traci Buzbee
Address: 2514 Manassas Way
Address: Tallahassee, Florida 32312
850-528-0785 – Cell

(b.) If to the COUNTY addressed to:

Shawn Wood
Director Emergency Management Services
Gadsden County Sheriff's Office
Quincy, FL 32353

Any party may designate a change of address at any time by giving written notice thereof to the other parties.

16. **LAW.** This Agreement shall be governed and construed in accordance with Florida law.

17. **VENUE.** Venue in any legal action related to this Contract shall be in Gadsden County.

18. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this Agreement. There are no promises, terms, conditions, or obligations other than those contained herein, and this Services Contract shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

19. **MISCELLANEOUS.** This Agreement:

(a) The Contractor and the COUNTY agree that the Contractor, its employees, and subcontractors are not agents of the COUNTY as a result of this Services Contract for any purposes.

(b) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in either gender shall extend to and include the other gender.

- (c) It is understood and agreed by the parties hereto that if any part, term or provision of this Services Contract is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Services Contract did not contain the particular part, term or provision held to be invalid.
- (d) Shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- (f) May be amended, modified or supplemented only by a written instrument executed by all of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below.

GADSDEN COUNTY BOARD OF COUNTY
COMMISSIONERS

CONTRACTOR NAME

Sherrie Taylor, Chairperson

By: Jaeger, Owner Title

DATE

12/14/11
DATE

ATTEST:

Nicholas Thomas, Clerk

County Attorney – Approved as to form

GADSDEN COUNTY SHERIFF'S OFFICE

EXHIBIT A

CONTRACT NUMBER: 2011-GCSO-DEM-HS

FDEM CONTRACT #: 11DS9Z023001472

TASK AND DELIVERABLES:

I. Planning

A. Review and Update the Gadsden County CEMP

Payment Schedule

- TME will be compensated upon submittal of the CEMP to FDEM

Total Planning

\$6,500

II. Exercises

Design, develop, conduct and evaluate a comprehensive exercise program for Gadsden County.

- Meet with Gadsden County Emergency Management Officials to determine the type of event that the emergency response personnel need to be "tested" on
- Establish a planning team of select individuals within the County to assist with and provide the local prospective for the Master Scenario Events List (MSEL)
- Conduct three meetings with accordance with the Homeland Security Exercise Evaluation program (HSEEP) and provide planning team minutes for each meeting
- Organize a kickoff workshop involving all response disciplines
- Execute a management workshop
- Conduct a mini table top exercise
- Conduct a functional exercise
- Produce an after action report

Payment Schedule

- ✓ \$5,000 paid upon completion of all said planning meetings
- ✓ \$5,000 paid upon completion of the kickoff workshop
- ✓ \$10,000 paid upon completion of table top exercise
- ✓ \$15,000 paid upon execution of functional exercise
- ✓ \$2,848 paid upon completion of the after action report

Total Exercise

\$37,848

III. Management and Administration Costs

- Assist with the management of the FY 2011 SHSGP
- Assist with application requirements and the implementation of the FY 2011 SHSGP
- Assist with the compliancy with reporting and data collection as it may relate to the FY 2011 SHSGP
- Assist with the compliance reporting/data collection requirement

Total Contract

\$44,348