

**CITY OF MARATHON, FLORIDA
RESOLUTION 2018-48**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AN AGREEMENT WITH EARLY ALERT, INC. FOR DISASTER RESPONSE SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Marathon (the “City”) published a Request for Proposals (RFP) from experienced emergency management consulting firms to provide consulting services to the City in the event of a natural or man-made disaster; and

WHEREAS, on March 27th, the City Council Authorized the City Manager And City Attorney To Negotiate A Contract Agreement for Disaster and Emergency Response Services, (the “Agreement”) With The Top Ranked Firm of Early Alert, Inc. via Resolution 2018-29; and

WHEREAS, the City recommends and requests the Council authorize the City to enter into said negotiated agreement with Early Alert.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The Council hereby approves the Agreement, attached hereto as Exhibit A, together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

Section 3. The City Manager is authorized to execute the contract and expend budgeted funds.

Section 4. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 22TH DAY OF MAY, 2018.

THE CITY OF MARATHON, FLORIDA



Michelle Coldiron, Mayor

AYES: Bartus, Cook, Senmartin, Zieg, Coldiron
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:



Diane Clavier, City Clerk
(City Seal)

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**



David Migut, City Attorney

This **Professional Services Agreement** ("Agreement") is dated April 30, 2018, by and between **Early Alert, Inc.** ("Consultant"), with office at **2740 SW Martin Downs Blvd. #414, Palm City, FL 34990**, and the undersigned **City of Marathon, FL** (referred to herein as the "Client"). In consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants, and agrees as follows:

1. TERM & APPLICABILITY

The term of this Agreement shall be for **five years** from the date of full execution hereof and may be renewed with the written agreement. This Agreement shall apply to all work performed at the request of the Client or for the benefit of the Client during the term hereof (the "Work") unless both parties agree in writing that the terms and conditions hereof shall not apply.

2. SCOPE OF WORK

Consultant shall perform such Work as the Client may direct from time to time during the term hereof and in accordance with Exhibit A attached hereto. Consultant and Client will agree to specific services to be provided via the issuance of a written "Task Order" or "Notice to Proceed" is executed by both parties.

3. INDEPENDENT CONTRACTOR

Consultant is an independent contractor and is not an employee of Client. Services performed by Consultant under this Agreement are solely for the benefit of Client. Nothing contained in this Agreement creates any duties on the part of Consultant toward any person not a party to this Agreement.

4. STANDARD OF CARE

Consultant will perform services under this Agreement with the degree of skill and diligence normally practiced by professional consultants performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.

5. CHANGES/AMENDMENTS

This Agreement and its exhibits constitute the entire agreement between the Parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be changed except by written amendment signed by both Parties. The estimate of the level of effort, schedule, and payment required to complete any services directed by the Client will be dictated through a written task order executed by both parties. Consultant shall promptly notify Client if changes to the Scope of Services or any resulting task orders affect the schedule, level of effort, or payment to Consultant and the schedule and payment shall be equitably adjusted.

6. FEE FOR SERVICES

The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Consultant's Billing Rates as set forth in Exhibit B, plus all reasonable expenses directly related to the services furnished under this Agreement. Consultant's rates are subject to annual Consumer Price Index (CPI) escalations on the annual anniversary of the execution date of the Agreement upon mutual written agreement by each party. All business and travel expenses shall be in accordance with Section 112.061, Florida Statutes and Client's City Code of Ordinances.

7. PAYMENT

Client shall pay Consultant for services furnished under this Agreement upon submission of monthly invoices in an amount equal to actual hours of services furnished multiplied by the billing rates attached as Exhibit B. Client shall pay Consultant in accordance with the Florida Prompt Payment Act. Additional charges for interest shall become due and payable at a rate of one and one-half percent (1-1/2%) per month (or the maximum percentage allowed by law) on the unpaid, undisputed invoiced amounts. Any interest charges due from Client on past due invoices are outside any amounts otherwise due under this Agreement. If Client fails to pay undisputed invoiced amounts within sixty (60) days after delivery of invoice, Consultant, at its sole discretion, may suspend services hereunder or may initiate collections proceedings, including mandatory binding arbitration, without incurring any liability or waiving any right established hereunder or by law.

8. INDEMNITY

Consultant agrees to save harmless, indemnify, and defend, by counsel acceptable to Client, the Client and its elected officials, agents, officers and employees from any and all claims, losses, damages, penalties, demands, judgments, expenses and costs of suit, including, but not limited to, workers compensation claims, and attorney's fees and paralegal fees, whether for personal injury, property damage, direct or consequential damages, or economic loss, arising directly or indirectly on account of or in connection with services performed by Consultant under this Agreement or by any person, or firm or corporation to whom any portion of the services are subcontracted by Consultant or by anyone for whom Consultant is legally liable; except that Consultant will not be liable under this paragraph if the judgment arises out of gross negligence or willful misconduct by the Client, its agents or employees. Except as limited by the Florida Constitution and Section 768.28, Florida Statutes (2017) as amended or revised, Client agrees to reimburse Consultant for any judgments in tort, including award of attorneys' fees and award of reasonable expenses, entered against Consultant that arise out of Client's errors, omissions, or negligent acts. Nothing in this Agreement is intended, or shall be construed or interpreted, to alter or waive the City's entitlement to sovereign immunity or to extend or modify the City's liability beyond the limits established in Section 768.28, Florida Statutes, as may be amended from time to time, or any successor statute.

9. INSURANCE

Consultant shall maintain insurance with the following required coverage and minimum limits and upon request, will provide insurance certificates to Client:

- Worker's Compensation: Statutory
- Commercial General Liability: \$1,000,000 per occurrence
\$1,000,000 aggregate
- Comprehensive General Automobile: \$1,000,000 combined single limit
- Professional Liability: \$1,000,000 per claim and in the aggregate

All insurance policies required under this Section shall name the Client as an additional insured. Policy Declaration copies shall be provided to the Client prior to the commencement of any services. All insurance policies shall be maintained by Consultant at all times during the term of this Agreement, and shall provide for no less than sixty (60) days notice of cancellation to Client.

10. WORK PRODUCT

Client shall have the unrestricted right to use the documents, analyses and other data prepared by Consultant under this Agreement (“Work Product”); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Consultant. If Client releases the Work Products to a third party without Consultant’s prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, (b) Consultant shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party’s use of the Work Products and (c) Client shall indemnify, defend and hold Consultant harmless from any and all claims or damages related to the release, change or reuse.

11. LIMITATION OF LIABILITY

No employee of Consultant shall have individual liability to Client in connection with any error, omission or negligence in the performance of services pursuant to this Agreement.

12. NO CONSEQUENTIAL DAMAGES

In no event and under no circumstances shall Consultant be liable to Client for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion or otherwise or for any other economic, consequential, indirect or special damages.

13. INFORMATION PROVIDED BY OTHERS

Client shall provide to Consultant in a timely manner any information Consultant indicates is needed to perform the services hereunder. Consultant may rely on the accuracy of information provided by Client and its representatives.

14. SAFETY AND SECURITY

Consultant has established and maintains programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Consultant specifically disclaims any authority or responsibility for job site safety and safety of persons other than Consultant’s employees. Consultant shall not provide any such services and disclaims any responsibility under this Agreement related to site security or the assessment, evaluation, review, testing, maintenance, operation or safety practices or procedures related to security.

15. TERMINATION

Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Client shall pay Consultant for all services rendered to the date of termination plus reasonable expenses for winding down the services. If either party defaults in its obligations hereunder, the non-defaulting party, after giving seven (7) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued, terminate this Agreement or suspend performance under this Agreement.

16. DISPUTE RESOLUTION

Consultant and Client shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if resolution cannot be made to attempt to mediate the conflict by a professional mediator (except for payment disputes which may be

submitted directly to arbitration). If mediation does not settle any dispute or action which arises under this Agreement or which relates in any way to this Agreement or the subject matter of this Agreement within ninety (90) days after either requests mediation, the dispute or conflict shall be subject to litigation under Section 20 (C).

17. COOPERATIVE PURCHASING

It is the intent of Client to allow other governments and other governmental agencies utilize this contract by entering into a Cooperative Purchasing Agreement to the extent permissible by local and state law. The Cooperative Purchasing Agreement will stipulate that any modifications or changes to this document and resulting contract(s) including but not limited to Consultant requirements, scope, or price shall be submitted to Client in writing for acceptance and approval as the originator of the contract.

18. ASSIGNMENT

This Agreement is binding upon and will inure to the benefit of Client and Consultant and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

19. NOTICES

Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

Client:	City of Marathon
Attention:	_____
Address:	_____
	City of Marathon, FL

Consultant:	Early Alert, Inc.
Attention:	Hans Wagner, CEO
Address:	2740 SW Martin Downs Blvd.
	# 414
	Palm City, FL 34990

20. MISCELLANEOUS

A. Client expressly agrees as a result from a competitive solicitation that all provisions of the Agreement, including the clause limiting the liability of Consultant, were mutually negotiated and that but for the inclusion of the limitation of liability clause in the Agreement, Consultant's compensation for services would otherwise be greater and/or Consultant would not have entered into the Agreement.

B. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the provision declared invalid or unenforceable shall continue as to other circumstances.

C. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida. Consultant and Client each irrevocably submit to the jurisdiction and exclusive venue of Federal or state courts located in the 20th Judicial Circuit, Collier County, Florida over any action, suit or proceeding arising out of or relating to this Agreement, and Consultant and Client each hereby irrevocably waives, to the fullest extent it may do so under Florida law, any objection it may now have or hereafter have to the laying of venue of any suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum.

D. Consultant acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Consultant agrees to maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Consultant shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law. Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of Client. In the event of termination of this Agreement by either Party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, Consultant, whether finished or unfinished, shall become the property of Client and shall be delivered by Consultant to the City Manager, at no cost to the Client, within seven days of termination of this Agreement. All such records stored electronically by Consultant shall be delivered to the Client in a format that is compatible with the Client's information technology systems. Upon termination of this Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Consultant shall be withheld until all documents are received as provided herein. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Client.

Client is a public agency subject to Chapter 119, Florida Statutes. As required by Chapter 119, Florida Statutes, Consultant and all its subconsultants and subcontractors shall comply with Florida's Public Records Law. Consultant and its subconsultants and subcontractors shall:

a. Keep and maintain public records that ordinarily and necessarily would be required by Client in order to perform the service;

b. Provide the public with access to such public records on the same terms and conditions that Client would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not

disclosed except as authorized by law; and

d. Meet all requirements for retaining public records and transfer to Client, at no cost, all public records in its possession upon termination of the applicable contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to Client in a format that is compatible with the information technology systems of Client.

e. The failure of Consultant to comply with the provisions set forth in this Section shall constitute a default and breach of this Agreement, and Client shall enforce the default in accordance with the provisions of Section of the Agreement.

f. Consultant shall preserve and make available, at reasonable times for examination and audit by Client, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Client to be applicable to Consultant's records, Consultant shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Consultant. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Client's disallowance and recovery of any payment upon such entry.

Section 119.0701(2)(a), Florida Statutes

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.

Custodian of Public Records: DIANE CLAVIER, CITY CLERK

Mailing address: 9805 OVERSEAS HWY.
MARATHON, FL 33050

Telephone number: 305-289-5020

Email: clavierd@ci.marathon.fl.us

E. In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.

F. Notwithstanding any statute to the contrary, the Parties agree that any action to enforce or interpret this Agreement shall be initiated within two (2) years from the time the party knew or should have known of the fact giving rise to its action, and shall not in any case be initiated later than six (6) years after Consultant completes its Scope of Services under this Agreement.

G. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

H. FEDERAL REGULATIONS

Federal regulations apply to the City of Marathon contract using Federal funds as a source for the solicitation of goods and services. Specifically, the following Federal requirements also apply to this Agreement:

ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL: The Consultant shall allow access by the grantee, subgrantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

CLEAN AIR AND WATER ACTS: The Consultant shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1386), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), (Contracts and/or subcontracts, and sub grants of amounts in excess of \$100,00.00).

CONTRACT WORK HOURS AND SAFETY STANDARDS: The Consultant shall comply with Sections I 03 and I 07 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Constructions contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers.)

COPELAND ANTI-KICKBACK ACT: The Consultant shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction repair).

COPYRIGHTS: The Grantee is free to copyright original work developed in the course of or under the agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support, by granted number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

DISADVANTAGED BUSINESS ENTERPRISES (DBE) CONTRACTORS: The Consultant agrees to ensure that Disadvantage Business Enterprises as defined in 49 C.F.R. Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, Consultant shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The Consultant shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federal assisted contracts.

ENERGY POLICY AND CONSERVATION ACT: The Consultant shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

EQUAL EMPLOYMENT OPPORTUNITY: The Consultant shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 C.F.R. Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).

REPORTING:

Reports Submission: Per 44 CFR 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (I) Financial performance or

Progress Report; (2) Financial status Report (SF 269) or outlay Report and Request for Reimbursement for Construction Programs (SF-271) (as applicable); (3) Final request for payment (SF-270) (if applicable); (4) Invention disclosure (if applicable); and (5) Federally-owned property report.

Reports Acceptance: FEMA shall review the Grantee reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Grantee's and FEMA's records, and close grant in writing.

RETENTION OF ALL RECORDS: The Consultant is required to retain all records for three (3) years after grantees or sub grantees make final payments and all other pending matters are closed.

BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)- Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

I. The occurrence of any one or more of the following events (an Event of Default) shall constitute a breach of this Agreement by Consultant:

a. Failure to Perform. If Consultant shall materially default in the performance or delivery of the service or any other obligation of Consultant pursuant to this Agreement and Consultant shall fail to cure within fifteen (15) days after notice of such default is given by the City; or


b. Insolvency. If Consultant shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or shall file a petition in bankruptcy, or shall be adjudicated as bankrupt or as insolvent, or shall file a petition in any proceeding seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation

If an Event of Default shall occur the Client at any time thereafter may, in addition to any other remedy available in equity or at law that Client may have against Consultant, sue Consultant for all damages, costs and expenses arising from or which are a proximate cause of Consultant committing and Event of Default hereunder and to recover all such damages, costs and expenses, including reasonable attorneys' fees at both trial and appellate levels ;give a written termination notice to Consultant, and on the date specified in the notice which shall be not less than twenty (20) days after the giving of such notice, this Agreement shall terminate and Client shall be released and relieved from any further obligation or liability under this Agreement. Client's rights and remedies hereunder are cumulative and the exercise of any right or remedy shall not exclude the exercise of any other right or remedy which Client may have at law or in equity.

Client's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of any term of this Agreement.

J. All other terms and conditions of the Agreement between the Parties, except as expressly modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

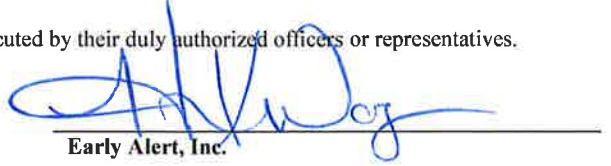


City of Marathon, FL

By: Charles Lindsey

As its: City Manager

Date: 5/29/18



Early Alert, Inc.

By: HANS K WAGNER

As its: CEO.

Date: 6/8/18

The Statement of Work is attached hereto and made a part hereof as Schedule A

Schedule "A" Statement of Work

COMPREHENSIVE EMERGENCY MANAGEMENT PROGRAM [CEMP]:

The scope of services outlined herein is designed to augment and enhance the City of Marathon (COM) emergency management program.

Early Alert will provide the following, but not limited to services: Emergency Management Services, Incident Management Support Services, Disaster recovery program support to include: public adjusting services (as allowed), technical, administrative and training support to assist the City and other municipal governments with damage assessment, disaster recovery project estimation, project worksheet development, grant management, appeals, FEMA force account and small and large project document assembly, and Federal Procurement requirements review, etc.

Level 1:

STAND-BY SUPPORT SERVICES

a) Critical Decision Support:

Early Alert's Critical Decision Support Service (CDSS) will provide information and guidance [to your decision makers/Command Staff] during times of imminent threat from extreme natural, manmade and technological accidents or disasters. The recommendations we supply are based on realistic assessment of the likelihood of hazards and associated vulnerabilities applicable to your unique organizational arrangement and geographic location, to help protect your personnel and critical infrastructures.

"All Hazards" shall be defined as any extreme event or situation (natural, manmade or technological) that requires the advice and/or assistance of the Early Alert subject matter experts (SMEs) or team relating to emergency management or meteorology concerns.

Manmade or natural hazards are defined as but not limited to Tropical Cyclones, Severe Weather, Major Transportation Incidents, Civil Unrest, Mass Migration, Pandemics, Wildfires, Homeland Security and Terrorist Threats.

b) IMST Staffing - Incident Management Support Services:

The COM encourages scalable, flexible, and adaptable coordinating associations to align key roles and responsibilities needed, linking all levels of government, nongovernmental organizations, and the private sector. This is intended to sustain specific authorities and best practices for managing incidents that range from the serious but purely local, to large-scale man-made or catastrophic natural disasters.

In the event that a disaster escalates to a proportion where the COM requires addition Emergency Operations Center (EOC) support services, EA will provide Incident Management Support Teams (IMSTs) to support and augment COM staffing. The EA IMST will allow the COM to maintain continuity of government and continuity of operations while effectively managing the incident/disaster. When applicable, the EA will provide short-term and long-term staff support in the way of:

- Emergency Support Function (ESFs) positions, based on need and the level of response
- Operations | Section Chiefs, Branch Directors & Division/Group Supervisors
- Planning | Section Chiefs, Situation, Resources, Documentation & Demobilization Unit Leaders
- Logistics | Section Chiefs, Communications, Supply & Facilities Unit Leaders
- Finance/Admin | Section Chiefs, Time, Procurement, Compensation, Claims & Cost Unit Leaders
- Recovery | Short-term, Long-term, FEMA Hazard Mitigation to implement long-term hazard mitigation measures after a major disaster declaration.

c) Management Support Team (IMST) Activation:

Depending on an actual disaster threat or impact, short and long term recovery, the COM has identified and understands that an activation of the COM Emergency Response Plan and/or City/County EOC will require incident management staffing outside the incident management staffing levels and operational periods the COM would be capable of providing.

To provide immediate actions to save lives, protect property and the environment, and meet basic human needs, critical from the onset of a disaster, the COM desires to have in place a stand-by Incident Management Support Team (IMST). One of the challenges to effective response and recovery is the relatively high turnover and short tenure among officials responsible for response and recovery at all levels. Effective response and recovery hinges upon well-trained leaders and responders who have invested in response and recovery preparedness, developed engaged partnerships, and are able to achieve shared objectives.

Early Alert (EA) shall provide SME'S comprehensively experienced in all components of the National Response Framework (NRF), National Incident Management System (NIMS), the Incident Command System (ICS), National Response Framework, and the National Disaster Recovery Framework (NDRF). When activated, IMST personnel shall be prepared to integrate with the COM staff, and function as an integral part of the COM response and recovery staffing. However, decision-making authority remains at all times with the COM agency administrator or management staff, where applicable. Resource availability could be impacted depending other large-scale events going on at the time of need.

In the event a disaster escalates to a proportion where it exhausts certain COM resources up to and including incident management and EOC support personnel, EA will provide IMSTs to support and augment COM staffing at the Local/City/County Emergency Operations Center (EOC) and/or Command Post/s, to include but not limited to Incident Managers, Command, Operations, Logistics, Planning and Finance/Adm. Sections and other ICS/EOC/ESF unit level personnel. This service will allow the City jurisdiction to maintain continuity of government while effectively managing continuity of operations and continuity of government for the incident/disaster.

Onsite Activation is executed only when requested by the Client followed with a written "Notice to Proceed" or "Task Order" to report to the Emergency Operation Center or other applicable command and control location/s.

To maximize eligible FEMA reimbursements, EA will provide support for short-term and long-term recovery staffing to assist the COM with the FEMA Public Assistance (PA) Grant Program to provide assistance to the COM so it can quickly respond to and recover from major disasters or emergencies declared by the President.

In addition, EA will have through knowledge and experience of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) Grant Program, to include but not limited to FEMA eligible reimbursements in the way of supplemental Federal disaster grant assistance for debris removal, emergency protective measures, and the repair, replacement, or restoration of disaster-damaged, publicly owned facilities and the facilities of certain Private Non-Profit (PNP) organizations.

d) All Hazard Planning

Successful operations occur when organizations know their roles, understand how they fit into the overall plan, and are able to execute the plan.

Planning makes it possible to manage the entire life cycle of a potential crisis. Strategic and operational planning establishes priorities, identifies expected levels of performance and capability requirements, provides the standard for assessing capabilities and helps stakeholders learn their roles. The planning elements identify what an organization's Standard Operating Procedures (SOPs) or Emergency Operations Plans (EOPs) should include for ensuring that contingencies are in place for delivering the capability during a large-scale disaster.

Early Alert partners with our clients and provides subject matter experts with the appropriate knowledge and experience. By teaming with our client, we will have the capability to identify resources from all key functional areas within the organization and solicit applicable external representation to address all areas of concern.

e) Threat and Hazard Identification and Risk Assessment

We provide Threat and Hazard Identification and Risk Assessment (THIRA) using a 4-step common risk assessment process that helps your agency or business understand its risks and estimate capability requirements. The THIRA process benefits you by mapping your risks to the core capabilities, enabling you to determine:

- Desired outcomes,
- Capability targets, and
- Resources required to achieve their Capability targets

The outputs of this process inform a variety of emergency management efforts, including: emergency operations planning, mutual aid agreements, and hazard mitigation planning. Ultimately, the THIRA process helps communities answer the following questions:

- What do we need to prepare for?
- What shareable resources are required in order to be prepared?
- What actions could be employed to avoid, divert, lessen, or eliminate a threat or hazard?

f) Planning Capabilities

EA Planning Team capabilities available to clients include (but not limited to) the following:

- Comprehensive Emergency Management Planning (CEMP)
- Continuity of Operations Planning / Continuity of Government (COOP/COG)
- Emergency Operations Plan (EOP)
- Long-term Recovery Planning
- Hazard Mitigation Planning
- Local Mitigation Strategy (LMS) Plan
- Evacuation Planning
- Resource Management Planning
- Logistics Plan
- Debris Management Planning
- Risk Assessments & Gap Analysis
- Hazard Identification, Analysis, and Vulnerability assessment
- Incident Action Plan Preparation for Pre-planned events
- NIMS Compliant Planning and Maintenance

g) All Hazard Training & Exercise

All Hazard Training (AHT), A Division of Early Alert, is a comprehensive program designed to prepare organizations to deal effectively with emergencies arising from natural and man-made hazards. The key to successful crisis management is a staff of well-trained responders equipped with the proper tools to minimize adverse impacts during crisis situations.



We will work with CLIENT to help identify your risk exposure and to customize a training program to prepare for emergencies, to operate effectively during crises, and to mitigate losses from disasters. In addition, our services include development of complete customized programs, conduct and evaluation of exercises, and design of comprehensive emergency scenarios for dealing with all hazards or for a specific hazard, such as a hurricane or terrorist event.

EA Instructor Cadre capabilities available to clients include (but not limited to) the following:

- National Response Framework (NRF)
- National Incident Management System (NIMS)
- Incident Command System (ICS), ICS 100-400
- USFA Type 3 Incident Management Team (AHIMT O-305)
- All Hazard ICS Position Specific (Section Chiefs, Unit Leaders, etc.)
- Law Enforcement Incident Command System (LEICS)
- School/Educational Facilities Incident Command System (SCICS)
- Public Works Incident Command System (PWICS)
- Hospital Incident Command System (HICS)
- Educational and Health Care Safety and Crisis training
- Mass Casualty Incident Management
- Government Continuity of Operations (GCOOP)
- Business Continuity of Operations (BCOOP)
- Emergency Response Strategies & Tactics
- Homeland Security & Terrorism Preparedness
- Chemical, Biological, Radiological, Nuclear & Explosive (CBRNE)
- Special Operations
- EOC/ICS Interface
- Hands-On Tabletop Training & Full-Scale Exercises

AHT education and training uses the most accurate and detailed information available. All our courses meet or exceed nationally recognized standards. All Applicable courses meet the content and objectives outlined in the National Standard Curriculum Training Development Guidance, required by the NIMS Integration Center.

All Hazards Incident Management Team (IMT) Training and Team Building: Our team has extensive experience as active members of IMTs. Early Alert and All Hazard Training prepares and trains our clients for times when it is necessary to activate and manage a major or complex incident requiring a significant number of resources, such as in a major structure or wildland fire, a multi-casualty incident, terrorist or security event, natural disasters or a hazardous materials spill. IMTs may also be activated for other non-emergency events. An IMT usually is comprised of 7-10 trained personnel who respond to incidents that are typically contained within one operational period in the control phase, usually within a few hours after resources arrive on scene, but may initially manage larger, more complex incidents.

Exercises, Seminars, Workshops & Tabletops: Our team has designed, supported, facilitated, and evaluated numerous exercises. We can lead or assist entities through all five phases of the "exercise cycle." We have extensive experience providing comprehensive exercise design packages specialized to an organization's resources and objectives. We provide comprehensive NIMS-compliant and the latest Homeland Security Exercise and Evaluation Program (HSEEP) exercises of any size and scope. These exercises include discussion-based exercises such as Seminars, Workshops, Tabletops, and Games. Additionally, we provide operations-based exercises like Drills, Functional and Full-scales for a variety of events or incidents ranging from small-scale emergencies to disasters and mass casualty incidents that could occur in any community.

The HSEEP constitutes a national standard for all exercises. Through exercises, the National Exercise Program enables organizations to achieve objective assessments of their capabilities so that strengths and areas for improvement are identified,

corrected, and shared as appropriate prior to a real incident. Our compliance with this standard assures learning via an accepted methodology and terminology for exercise design, development, conduct, evaluation, and improvement planning.

Our Master Exercise Practitioners, certified and credentialed by DHS/FEMA through the Master Exercise Practitioner Program (MEPP), form the basis of the All Hazard Training Exercise and Evaluation teams. Our MEPP-certified team members have completed prescribed training and demonstrated, through hands-on application, a high degree of professionalism, capability and familiarity with all aspects of emergency management exercises.

h) POST-EVENT LOGISTICS SUPPORT

EA will coordinate and provide a comprehensive response and recovery program, outlined below, in order to prepare for, respond to and recover from effects of tropical cyclones and other extreme hazards or impacts to the COM facilities. This support for Response and Recovery services provides COM with a turnkey service capabilities and innovative solutions with our strategic partners. The Strategic relationships allow for the leading infrastructure support services companies to provide property restoration and recovery, construction, roofing, consulting, workforce staffing, temporary housing and culinary services to public and private entities throughout the United States and internationally, in support of disaster events, and large development projects. EA will provide continuity of operations in the most efficient and cost-effective manner, with the ultimate goal of reducing the disruption of government.

The following Logistical Support Services are available upon request and a Statement of Work and notice to proceed will be provided to COM for approval and execution.

▶ Restoration

- 24-hour emergency service
- Rapid response and mobilization
- Water damage restoration
- Fire damage restoration
- Catastrophe management
- Structure cleaning
- Deodorizing
- Dehumidification
- Desiccant refrigerant drying
- Anti-microbial product application
- Cleaning and decontamination of HVAC systems

▶ Construction

- Land acquisition
- Engineering and surveying
- Land clearing and excavation
- Parking and lay down yards
- Site design
- Permitting
- Infrastructure
- Utilities
- Landscaping
- Perimeter control

▶ Workforce Housing

- Modular and fabricated structures
- Design and installation
- Crew quarters
- Kitchens and dining
- Recreation
- Office and classroom

▶ **Deployable Support Facilities**

- Shower and restroom trailers
- Mobile kitchen units
- Mobile laundry units
- Mobile command centers
- Wastewater treatment plants
- Potable water supply

▶ **Camp Management**

- Guest relations
- Catering
- Housekeeping
- Laundry
- Security
- Maintenance
- Culinary services

▶ **Culinary**

- Emergency Food Services
- Remote Site Catering

i) Financial Recovery (short/long term recovery)

FEMA Public Assistance Advisory Services

The following Recovery Services section details our services available in response to the specific staffing requirements and scope of work outlined in the RFP. These services include:

Public Assistance Services

- Damage Assessment
- Public Assistance Grant Administration
- 406 Mitigation
- Debris Management/Monitoring
- Project/Disaster Closeout
- Audit Requirements

Individual Assistance Services

- Housing Programs
- Other Than Housing Needs
- Disaster Case Management

Hazard Mitigation Services

- Hazard Mitigation Planning
- 404 & Other Hazard Mitigation Grants

Financial Services

- Other Disaster Relief Programs
- Professional & Clerical Support Staff
- Support cost documentation collection for costs incurred/work completed to date
- Assist in developing approach to filing and tracking costs
- Assist in capturing and summarizing eligible costs for selected departments
- Conduct "integrity audits" for all costs incurred to date and identify any areas of concern that may jeopardize funding, to include a review of any existing contracts procured to support the response and recovery efforts to date. This would include a review contracts, vendor qualification process, and purchasing documentation against FEMA's Field Procurement Manual
- Support efforts to train internal staff on FEMA documentation requirements, to include all City departments with expenses associated with FEMA projects
- Support training related to the overall recovery process and FEMA Public Assistance program
- Assist with any rapid assessments, initial damage assessments, and FEMA/State Joint PDA's

- Assist with project identification
- Support Response and initial Recovery processes as directed
- Provide technical assistance on the Hazard Mitigation Grant Program (HMGP) and developing projects
- Other consulting services as outlined within the existing contract.

SCHEDULE B – “Fee Structure”

COST: Stand-by Status until “Notice to Proceed” or “Task Order” is issued by Client

As needed services listed herein requested by client will be quoted on a project by project bases and approved by client prior to engagement. All rates will apply to fee Schedule below unless otherwise specified.

Initial On-site Incident Management Support Team Activation (IMST) Fee’s will apply as follows:

- **Phase 1 Response: \$4,800 plus expenses, per 24 hr. day.**
Partial days are billed at 12 hour increments after day one.
- **Phase 2 Response:**

Position	Rate/Hour
Emergency Management	
Senior EM Consultant	\$225
EM Consultant	\$175
Senior Planner	\$175
Project Manager	\$225
Planner	\$155
Incident Management Team Support (Level 2)	
	Portal-to Portal (*Response Phase)
[PHASE 1] Initial On-site Incident Management Support Team Activation (IMST) Fee	\$4,800 Plus expenses, per 24 hr. day
[PHASE 2] Emergency Management Coordinator <i>(IMST Overhead Teams; Team Leader)</i>	\$155
Operations Manager <i>(Any IMST Command or General Staff position)</i>	\$125
Operations Specialist <i>(Any non- general/command IMST position)</i>	\$105
Hazard Mitigation Assistance	
Senior Program Manager	\$190
Program Manager	\$175
Technical Specialist	\$150
Administrative Support	\$80
Preliminary Damage Assessment – Public Assistance	
Damage Assessment Team Lead	\$185
Damage Assessment Specialist (Team)	\$145
Public Assistance Consulting	
Project Manager/Senior Consultant	\$255
Consultant/Project Officer	\$165
Public Assistance Specialist	\$155

Note: On-site Incident Management Support Team (IMST) Note: The Activation fee is based on the following steps, when requested by the Client and/or designee to report to the Emergency Operation Center or other designated location.

- ▶ *Onsite Activation: The Activation Fee Schedule is executed when requested by the Client and/or designee*
- ▶ *and followed with a written "Notice to Proceed" or "Task Order" to report to the Emergency Operation Center or other applicable location. Partial days are billed at 12 hour increments.*
- ▶ *Initial IMST Response Team will vary in number of staff based on the scope of each event. Typically a two (2) person team will respond for phase 1 to evaluate situation status and resource need. Phase 2, staffing will ramp up to address immediate needs and should an event escalate to significant proportions, Early Alert will have pre-staged staffing on standby for immediate response.*
- ▶ *Encumbered activation fees are not required to be eligible for FEMA reimbursement. All fee payments and associated financial obligations resulting from fulfillment of contract obligations are due in full, as services are rendered.*
- ▶ *Activation (Emergency Management) fees are eligible for FEMA reimbursement when the Governing Agency is included in a declared disaster by a Presidential Declaration. The amount of the recovery may vary depending on the disaster eligibility of Federal, State, and local match for the event. (i.e.: In a hurricane activation: 100% recovery for Emergency Protective Measures for initial 72 hours response, 75% Federal / 25% (divided by local and state) for other disaster recovery operations). Eligibility is not guaranteed and CLIENT should stay informed to all FEMA updates and changes as applicable.*
- ▶ *Phase 2 Response Fees: Professional fees will be invoiced on a bi-monthly basis. Expenses will be billed to the CLIENT at EA's cost. Expense reimbursement will include transportation, lodging, meals and incidentals. EA will make every effort to keep expenses to a minimum. We encourage CLIENT to assist us with this by any means available. To simplify billings, we are agreeable (and prefer) to establishing per diems that are agreeable to the both the CLIENT and our team as long as they accurately reflect the current economic conditions.*

** Portal to Portal billing for initial response in phase 2 until which time EARLY ALERT team determines the clients has or is ready to transition into Recovery Phase and EOC Operational Period transitions to normal business hours. Notification will be given to client when this transition occurs.*