

Sponsored by: Garrett

**CITY OF MARATHON, FLORIDA
RESOLUTION 2025-64**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, ACCEPTING THE RANKING AND RECOMMENDATION OF THE CITY'S EVALUATION TEAM OF THE EMERGENCY MANAGEMENT CONSULTING SERVICES RFP; AUTHORIZING THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AND EXECUTE A CONTRACT WITH THE TOP RANKED FIRM OF EARLY ALERT, INC; 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, the City Manager established an "Evaluation Team" consisting of City Staff to review, evaluate and rank qualifications packages in accordance with the RFP criteria; and

WHEREAS, on June 16th, the City received four timely responses to the RFP which were subsequently reviewed and individually evaluated by the City staff; and

WHEREAS, the City recommends and requests the Council authorize the City Manager to negotiate a contract with the top ranked firm of Early Alert, Inc.

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

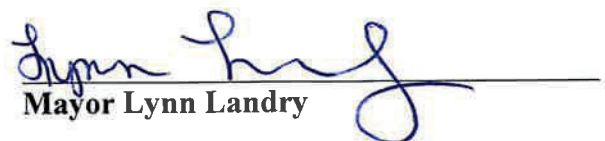
Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The City Council accepts the staff's ranking and authorizes the City Manager and City Attorney to negotiate and sign a contract with Early Alert, Inc.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 8TH DAY OF JULY, 2025.

THE CITY OF MARATHON, FLORIDA


Mayor Lynn Landry

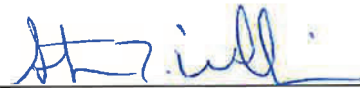
AYES: DelGaizo, Matlock, Smith, Still, Landry
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:

A handwritten signature in blue ink, reading "Diane Clavier", written over a horizontal line.

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:**

A handwritten signature in blue ink, reading "Steve Williams", written over a horizontal line.

Steve Williams, City Attorney

This **Professional Services Agreement** ("Agreement") is dated July 21, 2025, by and between **Early Alert, Inc.** ("Consultant"), with office at **194 Rowland Hollow Rd, Liberty, TN 37095** 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 thirty (30) 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



Professional Services Agreement General Terms and Conditions

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:	<u>City Manager</u>
Address:	<u>9805 Overseas Hwy.</u>
	<u>City of Marathon, FL</u>
	<u></u>
	<u></u>
Consultant:	Early Alert, Inc.
Attention:	Hans Wagner, CEO
Address:	<u>194 Rowland Hollow Rd.</u>
	<u>Liberty, TN 37095</u>



Professional Services Agreement General Terms and Conditions

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 \$100,000).

CONTRACT WORK HOURS AND SAFETY STANDARDS: The Consultant shall comply with Sections 103 and 107 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: (1) 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



**Professional Services Agreement
General Terms and Conditions**

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.

George Garrett
City of Marathon, FL

By: George Garrett
As its: City Manager
Date: 7/21/2025

DocuSigned by:
H. K. Wagner
Early Alert, Inc. 7D07E36236E04DF...

By: Hans K. Wagner
As its: CEO
Date: 7/21/2025



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 Client emergency management program.

Consultant 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 Client 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 Client encourages the use of **scalable, flexible, and adaptable coordinating associations** that align key roles and responsibilities across all levels of government, nongovernmental organizations, and the private sector. This approach supports the integration of specific authorities and established best practices necessary for managing incidents—ranging from localized emergencies to large-scale man-made or catastrophic natural disasters.

In the event that a disaster escalates to a level requiring additional Emergency Operations Center (EOC) support services, the **Consultant shall provide Incident Management Support Teams (IMSTs)** to augment and reinforce Client staffing.

The Consultant’s IMST will:

- Ensure the **continuity of government (COG)** and **continuity of operations (COOP)**.
- Enable the Client to manage the incident/disaster effectively without disruption to essential functions.

When applicable, the Consultant will provide both **short-term** and **long-term staffing support**, including but not limited to:

- 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) Incident Management Support Team (IMST) Activation:

In the event of an actual disaster threat, impact, or during short- and long-term recovery operations, the **Client** recognizes that activating the Emergency Response Plan and/or City/County Emergency Operations Center (EOC) may require incident management staffing beyond the levels and operational periods that the Client can independently sustain.

To address the urgent need for **immediate life-saving actions, property and environmental protection, and meeting basic human needs** from the onset of a disaster, the Client seeks to maintain a **standby Incident Management Support Team (IMST)**.

Consultant Responsibilities

When activated, the **Consultant** shall:

- Deploy **Subject Matter Experts (SMEs)** who are properly credentialed in:
 - **National Response Framework (NRF)**
 - **National Incident Management System (NIMS)**
 - **Incident Command System (ICS)**
 - **National Disaster Recovery Framework (NDRF)**
- Ensure that all IMST personnel integrate seamlessly with the Client's staff while functioning as an **integral part of the response and recovery team**.
- Respect and uphold that **decision-making authority remains solely with the Client's designated agency administrator or management personnel**.

Consultant-provided support includes, but is not limited to:

- **Incident Command Post (ICP) and EOC augmentation**, including:
 - **Incident Managers**
 - **Command and General Staff roles:** Operations, Planning, Logistics, Finance/Administration
 - **ESF and Unit-level positions**

▲ Resource availability may vary based on concurrent regional or national emergency activations.

Activation Protocol

- IMST deployment occurs **only at the formal request** of the Client.
- Deployment must be accompanied by a **written "Notice to Proceed" or Task Order** directing personnel to report to the designated EOC, ICP, or other command/control site.

FEMA Public Assistance (PA) Support

To **maximize FEMA eligibility and reimbursement**, the Consultant will provide both short-term and long-term recovery personnel to assist the Client with:



- Navigating the **FEMA Public Assistance (PA) Grant Program**
- Supporting recovery operations in compliance with **federal guidelines**
- Preparing documentation for reimbursement related to:
 - **Debris removal**
 - **Emergency protective measures**
 - **Repair, replacement, or restoration** of disaster-damaged public facilities
 - Recovery efforts for eligible **Private Non-Profit (PNP)** facilities

Consultant personnel will possess in-depth knowledge of FEMA policies and procedures, enabling the Client to efficiently access and manage federal disaster assistance.

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.

All-Hazard Planning supports organizations throughout the **entire lifecycle of a potential crisis**—from preparedness to response, recovery, and mitigation. Through **strategic and operational planning**, Client will:

- Establish clear **priorities**
- Identify **expected performance levels and capability requirements**
- Define **standards for capability assessments**
- Ensure all stakeholders understand their roles and responsibilities

These planning activities guide the development of an organization's **Standard Operating Procedures (SOPs)** and **Emergency Operations Plans (EOPs)** to ensure that critical contingencies are addressed and capabilities are deployable during large-scale incidents or disasters.

Consultant's Role in Planning

Consultant partners with Client to deliver a comprehensive, collaborative planning process. Consultant's approach includes:

- Deploying **SME's** with deep knowledge and practical experience across emergency management disciplines
- Engaging key stakeholders across **all functional areas of the Client's organization**
- Coordinating with applicable **external partners and agencies** to ensure an inclusive and whole-community approach

Together, Consultant will help Client build robust, adaptable plans that support **resilience, interagency coordination, and rapid response capability** across a full range of hazards—whether natural, technological, or human-caused.

All Planning engagements will be scoped in a Task Order and approved by both parties.

Planning Capabilities

Consultant's Planning Team capabilities available to Client 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

e) All Hazard Training & Exercise

Consultant will work with Client to help identify any risk exposure and to customize a training program to prepare for emergencies, to operate effectively during crises, and to mitigate losses from disasters.



Consultant's 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



Professional Services Agreement General Terms and Conditions

- Homeland Security & Terrorism Preparedness
- Chemical, Biological, Radiological, Nuclear & Explosive (CBRNE)
- Special Operations
- EOC/ICS Interface
- Hands-On Tabletop Training & Full-Scale Exercises

Consultant's 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. Consultants 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.

f) POST-EVENT LOGISTICS SUPPORT

The Consultant will coordinate and provide a comprehensive response and recovery program designed to support the Client in preparing for, responding to, and recovering from the effects of tropical cyclones, catastrophic natural disasters, and other extreme hazard events impacting the Client's infrastructure and operations.

This service ensures the Client has access to turnkey capabilities and innovative logistical solutions, delivered in collaboration with a trusted network of strategic partners. These partnerships enable rapid, scalable deployment of infrastructure recovery and support services..

Scope of Logistical Support

Through this network, the Consultant can offer access to leading infrastructure service providers specializing in:

- **Property restoration and recovery**
- **Temporary roofing and construction services**
- **Damage assessments and consulting**
- **Skilled workforce staffing**
- **Temporary housing and shelter solutions**
- **Mobile culinary and feeding services**

These resources are designed to support both **public and private sector entities**, ensuring seamless continuity of operations while minimizing disruption and accelerating recovery timelines.

Objective

The primary objective of this support is to maintain **Continuity of Government (COG)** and **Continuity of Operations (COOP)** in the most **efficient and cost-effective** manner possible—reducing disruption and enabling a swift return to normalcy for affected jurisdictions.



Activation Process

All Post-Event Logistical Support Services are made available upon Client request. Prior to deployment:

- A detailed **Statement of Work (SOW)** will be developed
- A formal **Notice to Proceed (NTP)** must be issued by the Client
- Services will be activated in accordance with the agreed scope, budget, and timelines

► 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



Professional Services Agreement General Terms and Conditions

► Camp Management

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

► Culinary

- Emergency Food Services
- Remote Site Catering

g) 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 directed by the City, Emergency management services will be provided on an as-needed basis. For each specific project, the Consultant will submit a detailed quote in form of a Task Order, which must be reviewed and approved by the City prior to engagement.

Project-Based Quoting:

Project-based quotes requested with Not to Exceed (NTE) for the following known projects.

- All Hazard Planning, Training, and Exercises.
- Incident Management Support Team (IMST) Services
- Financial Recovery (short/long term recovery)
- Emergency Management Logistics Services

Project timelines will be developed and provided after the Client submits a specific project tasking request. Upon receipt, Consultant will conduct a thorough gap analysis to:

- Define project scope and resource requirements
- Assess current capabilities and operational needs
- Identify critical dependencies and potential constraints

Based on the results of this analysis, Consultant will provide:

- An estimated project start date
- The best estimate of calendar days required to complete the project

This approach ensures that timelines are realistic, data-informed, and tailored to the unique needs of each tasking, promoting successful and efficient project delivery.

Fee Schedule and Approval Process

All services rendered will adhere to the approved Fee Schedule unless otherwise specified and mutually agreed upon. Services will commence upon the issuance of a “Notice to Proceed” or “Task Order” by the Client.

AS NEEDED FEE SCHEDULE	RATE
Senior Emergency Management Consultant	\$275/hr
Project Manager	\$225/hr
GIS Specialist	\$195/hr
Emergency Management Consultant	\$185/hr
FEMA Public Assistance Manager	\$225/hr



Professional Services Agreement General Terms and Conditions

FEMA Public Assistance Specialist	\$195/hr
Senior Planner	\$175/hr
Planner	\$155/hr
Operation Manager	\$175/hr
Operation Specialist	\$150/hr
Logistics Manager	\$175/hr
Logistics Specialist	\$150/hr

AS NEEDED FEE SCHEDULE	RATE
Administrative Assistant	\$95/hr
Lead Instructor	\$175/hr
Unit Instructor	\$145/hr
Mentor	\$100/hr

DHS/FEMA All-Hazards ICS Position Specific Courses – Command, General staff, Division/Group, Units, Strike Team and Taskforce position specific courses:	Up to 40 students
5-day course with 2 required instructors	\$18,250*
4-day course with 2 required instructors	\$15,750*
3-day course with 2 required instructors	\$13,500*
2-day course with 2 required instructors	\$10,500*

NIMS ICS Baseline Training	
ICS 300 (18 hrs) with 1 required instructor <i>Up to 25 students</i>	\$9,200*
ICS 300 (18 hrs) with 2 required instructor <i>Up to 40 students</i>	\$13,000*
ICS 400 (12 hrs) with 1 required instructor <i>Up to 25 students</i>	\$7,500*
ICS 400 (12 hrs) with 2 required instructor <i>Up to 40 students</i>	\$10,500*



Professional Services Agreement General Terms and Conditions

** For specific training course set pricing includes necessary instructional materials for the instructors and students (per the class sizes noted). It also includes travel expenses such as per diem, airfare, lodging, meals, car rental and other related costs for our instructor team.*

U.S. Fire Administration (USFA) Type 3 All-Hazards Incident Management Team (AHIMT O-305)

Pricing for the AHIMT O-305 Course, is dependent on student participation count and recommended cadre Size and Positions. All training will be in concert with the USFA Course Host Guide, Planning and Setup Instructions: USFA O-305, Type 3 All-Hazards Incident Management Team (AHIMT) Introduction Course.

Recommended Cadre Size and Positions			
Number of Students (and Team Size)	Lead Instructor	Second Instructor	Mentor
16 to 20 Students (2 teams of 8 to 10)	1	1	1
24 to 30 Students (3 teams of 8 to 10)	1	1	2
32 to 40 Students (4 teams of 8 to 10)	1	1	3
40 to 50 Students (5 teams of 8 to 10) *	1	1	4
Minimum Cadre Size and Positions			
Number of Students (and Team Size)	Lead Instructor	Second Instructor	Mentor
16 to 20 Students (2 teams of 8 to 10)	1	1	0
24 to 30 Students (3 teams of 8 to 10)	1	1	1
32 to 40 Students (4 teams of 8 to 10)	1	1	2
40 to 50 Students (5 teams of 8 to 10) *	1	1	4

Emergency Management/Disaster Management Workshop,
Tabletop/Function/Fill Scale Exercise

Note: All Homeland Security Exercise and Evaluation Program (HSEEP) compliant exercises to be quoted separately based on scope and tasking.

Incident Management Support Team/EOC & Operational Services

Phase 1, Activation:

- When "Notice to Proceed" is given.
- Activation fee is in effect until Phase 2 deployment is initiated.

\$5,000 plus
expenses,
one-time fee

Phase 2, Deployment:

IMST Deployment Fee's will apply as follows:



Professional Services Agreement General Terms and Conditions

- When IMST personnel are deployed, hourly rate per position/person.
- Portal-to-Portal. * (See Note below)

Emergency Management Logistics Services:

(Incident Management Team (IMT) Resource Support Staff to operate Logistics Staging Areas, temporary sheltering, mobile units, emergency catering, emergency power, potable water, restrooms, and showers.)

Note: All Logistics Services to be quoted separately based on scope and tasking.

Incident Management Support Team Coordinator
(IMST Overhead Teams; Team Leader)

\$195/hr

Operations Manager
(Any IMST Command or General Staff position)

\$175/hr

Operations Specialist
(Any non- general/command IMST position:
Branch Directors, Div/Grp Supervisors, Unit Leaders or
ESF Position)

\$150/hr

Note 1: Deployment

Phase 1 On-Site Incident Management Support Team (IMST) Activation Fee

The activation fee applies when the Client or designee requests IMST deployment to the Emergency Operations Center, Command Post, or another designated location.

- On-Site Activation: The fee schedule takes effect upon Client request, followed by a written "Notice to Proceed" or "Task Order."
- Initial IMST Response: Team size varies based on event scope. Typically, a two-person team is deployed for Phase 1 to assess the situation and determine resource needs. In Phase 2, staffing scales up as necessary. If the event escalates significantly, Consultant maintains pre-staged personnel for immediate deployment.
- Payment Terms: All fees and financial obligations are due in full as services are rendered.

- Phase 2 Response Fees: Professional services will be invoiced bi-weekly. Expenses, including transportation, lodging, meals, and incidentals, will be billed at cost. Consultant will strive to minimize expenses and encourage Client assistance where possible.
- Portal-to-Portal Billing: This billing applies during the initial response in Phase 1 and/or Phase 2 and remains in effect until Consultant determines that the Client is ready to transition from the Initial Response Phase to the Recovery Phase. Billing continues until the Emergency Operations Center (EOC) or other designated location transitions to standard business operations.



Professional Services Agreement General Terms and Conditions

Portal-to-Portal billing includes all compensable time beginning with the start of authorized travel, hours worked, and any period during which a Consultant Incident Management Support Team (IMST) member is required to be on-site or at a designated job location.

Consultant will issue formal notification and recommendations to the Client when a transition to Recovery Phase is appropriate.

- **FEMA Reimbursement Eligibility:** IMST activation fees may qualify for FEMA reimbursement if the Governing Agency is included in a declared disaster under a Presidential Declaration. The reimbursable amount depends on Federal, State, and local cost-share eligibility. Client should monitor FEMA updates, as eligibility is not guaranteed.
- **Payment Terms:** All fees and financial obligations are due in full upon service delivery, regardless of any pending FEMA Public Assistance (PA) reimbursement applications.

Note 2: Travel Expenses

Travel expenses are not included in service fees and will be invoiced as actual costs plus per diem, in accordance with the "Fee Schedule Reimbursable Expenses" schedule. All travel must be pre-approved in writing by the Client.

Note 3: Payment Terms

All fee payments and financial obligations arising from service requests and contract fulfillment are due in full as services are rendered. Payment is not contingent upon, nor subject to, any application for FEMA and/or State reimbursement.

Reimbursable Expenses for Optional "As-Needed Projects"

All scheduled travel for official on-site deployments or meetings with the CLIENT will be reimbursed at actual cost, as outlined below. Invoices for reimbursable expenses will include an itemized list supported by original bills, invoices, passenger receipts, and any other applicable documentation.

FEE SCHEDULE - REIMBURSABLE EXPENSES

- | |
|---|
| <p>A. Air Travel: Airfare will be reimbursed based on the most direct route at coach class rates, including costs incurred due to CLIENT postponement or cancellation. If a trip is cancelled, all reservations must be cancelled promptly to avoid additional charges. Travel arrangements should be made as early as possible, when practical, to secure the best available rates.</p> |
| <p>B. Lodging: CLIENT will reimburse lodging costs at preferred corporate or contract rates. If such rates are not available, reimbursement will be based on the standard rate for single-room occupancy.</p> |
| <p>C. Meals: EARLYALERT may claim up to \$65 per diem for meals during the business trip, in alignment with the Federal Meals and Incidental Expenses (M&IE) minimum rate.</p> |
| <p>D. Car Rental: CLIENT will reimburse reasonable car rental charges, including the cost of fuel purchased, for authorized travel only. EARLYALERT will refuel rental</p> |



**Professional Services Agreement
General Terms and Conditions**

vehicles prior to return to avoid additional surcharges typically applied by rental companies for refuelling services.
E. Parking: CLIENT will reimburse reasonable parking expenses at actual cost when incurred during the performance of services while on official company business for the trip.
F. Tolls and Fees: CLIENT will reimburse reasonable transportation-related tolls and fees at actual cost when incurred during the performance of services while on official company business for the trip.
G. Non-Allowable Expenses: CLIENT will not reimburse expenses related to family members, personal items, charitable contributions, or any other costs not specifically identified in this schedule as reimbursable.

*** END OF DOCUMENT ***