

EMERGENCY AGREEMENT

Staff Augmentation for Emergency Protective Measures

THIS AGREEMENT, made on the _____ day of February 2022 by and between City of Marianna, hereinafter referred to as the "City" and **Wheeler Emergency Management Consulting, LLC** hereinafter referred to as the "Contractor."

PURSUANT Executive Order 20-51 issued on March 9, 2020 by Governor Ron DeSantis declaring a State of Emergency for the State of Florida regarding the COVID-19 pandemic and 2 CFR §200.320 allowing for emergency, non-competitive procurements when "the public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation,"

WHEREAS, the City has determined that these services are necessary to eliminate or lessen the immediate threat to life, public health and safety or improved property.

WHEREAS, the CITY has determined that it would be in the best interest of staff, patients, and visitors to be able to utilize the services of private persons when such services cannot be reasonably provided by any pre-existing arrangements, internal capabilities or the Federal, State, or local governments;

WHEREAS, the CITY has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the CITY.

WHEREAS, the CITY requires supplemental onsite and remote assistance to support our response and emergency protective measures because of COVID-19, and

NOW, THEREFORE, the parties hereto agree as follows:

I) SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide temporary staff and staff augmentation with emergency workers to the CITY. The emergency workers will be responsible for performing work designed to protect life, public health, and safety at the City of Marianna's Health and Rehabilitation Center (MHRC).

The primary scope of work to be provided to the CITY is listed below. The CITY reserves the right to request any of the services by way of individual task orders. Costs for such requested services will be according to the unit prices contained in Exhibit A.

Emergency protective measures, including but not limited to:

- Dissemination of information to the public regarding general health and safety
- Cleaning and disinfecting
- Inventory management of PPE to include purchasing, storage, and distribution
- Installation of temporary physical barriers to support social distancing
- Screening and temperature scanning to include purchasing and distribution
- COVID-19 diagnostic testing activities
- Emergency medical care personnel services including RNs, LPNs, and CNAs.

- A) Contractor shall not provide any Services until receiving a written notice to proceed from the CITY. Provision of Services will be based on task orders, signed by the Parties, which describe the Services to be provided and specify, with respect to the persons providing those Services, the number, position descriptions, hourly rates, and total hours to be expended. Each task order shall also specify the FEMA Reimbursement Activity, and the total task order cost.
- B) The Contractor must comply with all FEMA procurement and contracting requirements, including compliance with FEMA's Super Circular (79. Fed. Reg. 75871) and with 2 CFR, Part 200.317 through Part 200.326.

II) WORK

Any work to be performed shall be upon the written request of the CITY Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

III) TIME

The Agreement shall be for a period of 90 days following the commencement of this agreement.

IV) CONTRACT SUM

The Contractor agrees that for the performance of the Services as outlined in Section 1 above, it shall be remunerated by the CITY according to the unit prices contained in the Contractor's Exhibit A, which is attached hereto.

V) PAYMENTS

The CITY shall make such payments within forty-five () days of submission and approval of invoice for services.

VI) PROMPT PAYMENT INFORMATION REQUIREMENTS

A numbered invoice document with date of invoice; reference of the task order number; itemized listing of all goods and services being billed with unit prices and extended pricing; vendor's name, address, billing contact person information, and Federal tax identification number.

- A) The City Representative is:

Name: _____

Address: _____

City, State, Zip Code: _____

Phone: _____

Email: _____

VII) STATUS

The contractor at all times relevant to this Agreement shall be an independent contractor and in no event, shall the Contractor nor any employees or sub-contractors under it be considered employees of the CITY.

VIII) INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A) Minimum Limits of Insurance. Contractor shall maintain limits no less than:

- 1) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2) Professional Liability Insurance, including errors and omissions: for all policies provided under the terms of this agreement with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence; or claims made form with "tail coverage" extending three (3) years beyond the term of the agreement. Proof of "tail coverage" must be submitted with the invoice for final payment.
- 3) Umbrella: \$1,000,000 combined single limit for bodily injury and property damage combined per occurrence and annual aggregate. The coverage shall provide excess coverage for employer's liability, general liability, including completed operations and auto liability.

B) Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers: or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C) Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- 1) General Liability and Automobile Liability Coverages CITY is to be named as Additional Insured).
 - (a) The CITY, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general suspension of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the CITY, its officers, officials, employees or volunteers.

- (b) The Contractor's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
 - (d) The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.
- 2) All Coverages
- Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
- (a) Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A.
 - (b) Verification of Coverage. Contractor shall furnish the CITY with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies at any time.
 - (c) Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

IX) PERMITS

The Contractor shall pay for all necessary permits as required by law.

X) LICENSES

The Contractor shall be responsible for obtaining and maintaining his CITY or CITY occupational license, if required by law to provide the services hereunto, and any licenses required pursuant to the laws of CITY or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the contractor shall be in default as of the date such license is lost.

XI) ASSIGNMENTS

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the CITY nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the CITY

XII) INDEMNIFICATION

The Contractor agrees to indemnify, defend and hold harmless the CITY, its officials, officers, employees and agents, from and against any and all claims, damages, liabilities, losses, costs, or suits of any nature

whatsoever arising out of, because of, or due to any acts or omissions of the Contractor, its delegates, employees and agents, arising out of or under this Agreement, including reasonable attorney's fees. The CITY may, at its sole option, defend itself or require the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the CITY.

XIII) MINORITY, WOMEN, & SMALL BUSINESS ENTERPRISE (M/WSBE) AND LABOR SURPLUS AREA FIRMS

There is no Minority and Women Business Enterprise aspirational target prescribed for this contract. The Contractor is strongly encouraged to secure MBE and WBE participation through purchase(s) of those goods or services to be provided by others.

XIV) AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

- A) To establish and maintain books, records, and documents (including electronic storage media) in accordance with FEMA Public Assistance Grant Program standards, which sufficiently and properly reflect all revenues and expenditures of funds provided under this Agreement.
- B) Upon completion or termination of the Agreement and at the request of the CITY, the Contractor will cooperate with the CITY to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
- C) To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the CITY.
- D) Persons duly authorized by the CITY and Federal auditors, pursuant to 45 CFR, Part 92.36, shall have full access to and the right to examine any of provider's Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- E) To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

XV) MONITORING

To permit persons duly authorized by the CITY to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this Agreement and interview any clients and employees of the provider to assure the CITY of satisfactory performance of the terms and conditions of this Agreement.

Following such evaluation, the CITY will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this Agreement. The provider will correct all noted deficiencies identified by the within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the CITY, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this Agreement; (2) the withholding of payments to the provider by the CITY; and (3) the termination of this Agreement for cause.

XVI) TERMINATION

CITY may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The CITY shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the CITY, the Contractor is unable to perform its obligations hereunder, or if in the CITY's opinion, the services being provided are not satisfactory. In such case, the CITY may immediately terminate the Agreement by mailing a notice of termination to the Contractor. In the event of a termination, the Contractor shall be compensated for work satisfactorily completed and irrevocable commitments made prior to such termination. No cancellation fees will be compensated.

XVII) UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The CITY considers the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the CITY.

XVIII) EMPLOYMENT ELIGIBILITY VERIFICATION

- A) Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program.
- B) Contractor further agrees to provide to the CITY, within thirty days of the effective date of this contract, amendment, extension, documentation of such enrollment in the form of a copy of the E-Verify "'Edit Company Profile' screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
- C) Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract, amendment, extension or within sixty days of the effective date of the contract between the Contractor and the subcontractor whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
- D) Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
 - 1) Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.
 - 2) Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
- E) Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided

above, and to make such records available to the CITY or other authorized state entity consistent with the terms of the Memorandum of Understanding.

- F) Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the CITY may treat a failure to comply as a material breach of the contract.

XIX) NON-WAIVER

Failure by the CITY to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain always in full force and effect.

XX) DELAY

No claim for damages or any claim other than for an extension of time shall be made or asserted against the CITY by reason of any delays. The Contractor shall not be entitled to an increase in the contract sum or payment or compensation of any kind from the CITY for direct, indirect, consequential impact or other costs, expenses or damages, including but limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the CITY or its agents. Otherwise, the Contractor shall be entitled only to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

XXI) REVISIONS/CHANGE ORDERS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the bid, if a bid was submitted, Contractor shall obtain the prior written consent of the CITY.

XXII) VENUE

Venue for all actions arising under this Agreement between the CITY and CONTRACTOR shall lie in the City where the CITY is located and shall be resolved without the aid of jury (a non-jury trial) by a judge of 14th Judicial Circuitry sitting in said City, Florida.

XXIII) CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

XXIV) CONFLICTING TERMS AND CONDITIONS

In the instance that any other agreement exists concerning the matters herein, then the terms and conditions in this Agreement shall prevail over all other terms and conditions.

XXV) ADDITIONAL FEDERAL TERMS AND CONDITIONS

A) Disputes/Remedies

Any dispute concerning performance of the Contract resulting from this solicitation shall be resolved informally by the Contract Manager Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the CITY Purchasing Director. The Purchasing Director shall decide the dispute, reduce the decision to writing, and deliver a copy to the Contractor and the Contract Manager, the Purchasing Director's decision upon all claims, questions, and disputes shall be final, conclusive and binding upon the parties.

B) Equal Opportunity

During the performance of this contract, the Contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965. and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor. or as otherwise provided by law.

- 7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- C) Clean Air Act
- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - 2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
- D) Federal Water Pollution Control Act
- 1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - 2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - 3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.
- E) Suspension and Debarment
- 1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - 2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - 3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions

F) Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient.

APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

G) Procurement of Recovered Materials

1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired -

(a) Competitively within a timeframe providing for compliance with the contract performance schedule.

(b) Meeting contract performance requirements: or

(c) At a reasonable price.

2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

(a) OHS Seal, Logo, and Flags

The Contractor shall not use the OHS seal(s), logos, crests, or reproductions of flags or likenesses of OHS agency officials without specific FEMA pre-approval.

(b) Compliance with Local, State, and Federal Law, Regulations, and Executive Orders.

The contractor will comply will all applicable local, state, and federal law, regulations, executive orders, policies, procedures, and directives, to include 2 CFR 200.326 and 2 CFR 200, Appendix II, as applicable.

(c) No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(d) Program Fraud and False or Fraudulent Statement or Related Acts.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of

an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal Federal contract, grant, loan, or cooperative agreement, amendment, or modification.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any.

CITY:

CONTRACTOR:

Signature:

Signature:

Date:

Date:

Name: Jim Dean
 Title: City Manager
 Address: 2898 Green Street
 Marianna, Florida 32446
 Phone: 850-482-4353

Name: Ben Maddox
 Title: President
 Address: 2954 Highway 71
 Marianna, Florida 32446
 Phone: 850-557-1700

Exhibit A

The following budget, (Positions and Hourly Rate) is presented to City of Marianna for execution of this scope of work. This contract and associated task orders are not to exceed \$200,000.00 without written consent of the City of Marianna.

Position	Hourly Rate
Staff Augmentation (ICS Support) for Emergency Work	\$125.00
RN (In-Charge)*	\$195.00
RN*	\$185.00
LPN*	\$115.00
CNA*	\$75.00

*These positions will match the City of Marianna's service request with duly licensed temporary health professionals ('THP') working as an employee of the Contractor on temporary assignment(s) at the City's request. License Verification, Background Check and Resume may be obtained on each Medical Professional. Due to the large volume and time sensitive nature of providing these staffing efforts to Client, as a short-term measure, the Contractor is implementing a modified credentialing . process in order to provide staffing support. Contractor will collect the following credentials for all THP staff: (i) License Verification, and (ii) current healthcare CPR Certification from the American Heart Association or American Red Cross. The City shall provide Staff with all equipment and other supplies necessary to provide the Services. To the extent that the Services require Staff to potentially come into contact with hazardous substances and/or infection disease, the City shall provide Staff with personal protective equipment and other supplies necessary to comply with any applicable regulatory guidelines.