

MEMO



WEST PALM BEACH

City Attorney

To: Keith A. James, Mayor
From: Farah L. Nerette, Asst. City Attorney II
Date: April 1, 2021
Matter No: -27128
Dept. 290 HCD
Re: **Cornerstone Solutions; COVID-19 Vaccination Pgm. Consult/Mgmt.**

RECEIVED
CITY OF WEST PALM BEACH
MAYOR'S OFFICE

APR - 1 2021

401 CLEMATIS STREET
WEST PALM BEACH FL 33401

Transmitted herewith are original documents which have been reviewed and approved for legal sufficiency. Kindly forward the documents, along with this memo, to the City Clerk's Office.

➤ **Legal Sufficiency may be attached after Mayor signature page.**

The Mayor is authorized to execute the document in accordance with:

Procurement Code.

If authorized by the Procurement Code, the procurement method is:

- | | | |
|---|--------------------------------------|--|
| <input type="checkbox"/> Small Purchase | <input type="checkbox"/> Quotes | <input type="checkbox"/> Single Source |
| <input type="checkbox"/> Competitive Solicitation | <input type="checkbox"/> Cooperative | <input type="checkbox"/> Sole Source |
| <input checked="" type="checkbox"/> Emergency Procurement | <input type="checkbox"/> Piggyback | <input type="checkbox"/> _____ |

Procurement No. N/A

Contract/ CO/ WO Amount: \$248,000.00

Est. Expiration Date: December 2021

To: Office of the City Clerk

Please: Attest to the execution by the Mayor and insert the date.

Estimated Record Retention Review: January 2027

Please **retain one original** as a public record and **forward the other original with a copy of this memo to:**

Jennifer Ferriol, HCD

To: Jennifer Ferriol, HCD

Please forward the fully-signed original contract to the vendor/contractor. Request W-9 if not provided.

fdo

RECEIVED

APR 02 2021

CITY OF WEST PALM BEACH
OFFICE OF THE CITY CLERK



WEST PALM BEACH

**EMERGENCY SERVICES AGREEMENT FOR
COVID-19 VACCINATION ADMINISTRATION PROGRAM**

Contract No: 27128

Procurement Method: Emergency Declaration- dated March 30, 2021

THIS AGREEMENT is made by and between the **CITY OF WEST PALM BEACH, FLORIDA**, a Florida municipal corporation, with an address of 401 Clematis Street, West Palm Beach, Florida ("City") and **CORNERSTONE SOLUTIONS FLORIDA, LLC**, a Florida Limited Liability Company with an address of 9200 Belvedere Road, Suite 202, West Palm Beach, FL 33411 ("Provider").

WHEREAS, the City issued a Declaration of Emergency Procurement for services to administer the City's Covid-19 vaccination program for the remainder of the 2021 year; and

WHEREAS, the City engaged Provider to promptly provide consulting and management services relating to the City's Covid-19 vaccination program on an emergency basis as the vaccines will become more and more available to City residents and visitors; and

WHEREAS, the Services are scheduled to be completed by December 31, 2021; and

WHEREAS, in accordance with the City's Procurement Code, this Agreement is intended to formalize the Agreement between the parties and to authorize payment by the City to Provider.

NOW THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter set forth and of the faithful performance of such covenants and conditions, the City and Provider do hereby agree as follows:

1. CONSULTING/MANAGEMENT SERVICES.

1.1 Provider shall provide all equipment, materials and labor necessary to provide the following services: call center/scheduling center, door to door education, phone call education, website building and maintenance, printing/ mailing/ materials/ design, overall strategy, management and data creation, as further detailed in Provider's Proposal and the Declaration, copies of which are attached hereto as **composite Exhibit A** and incorporated into this Agreement by reference. Provider shall render the Services in a diligent, careful and thorough manner consistent with good business practice. Time shall be of the essence with respect to all matters set forth in this Agreement.

2. Fee. As compensation for Services rendered by Provider to the City, the City shall pay the Provider Two Hundred Forty-Eight Thousand and 00/100 Dollars (\$248,000.00) ("Fee"). The Fee shall be the sole compensation paid to Provider in connection with the rendition of the Services and the

performance of any and all of its other obligations under this Agreement and shall include any out-of-pocket or other expenses, including travel expenses, incurred by Provider.

3. Invoices. Invoices must identify the PO number and the Contract number. For fastest processing, invoices should be e-mailed to: wpbap@wpb.org. Alternatively, Invoices may be mailed to: **West Palm Beach Finance Department, Attn: Accounts Payable**, P.O. Box 3366, West Palm Beach, FL 33402-3366. Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, person performing services, nature of the service, hourly rate, and dates(s) of service. Invoices may be submitted no more frequently than monthly. However, all services rendered prior to September 30th of any given year are required to be invoiced by September 30th of that year. Provider shall provide W-9 or FEIN# to City with first invoice.

4. Payment. Payment of invoice(s) will be made in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes, as amended, which provides for prompt payment, interest payments, a dispute resolution provided detailed invoices are submitted in compliance with the terms of this Agreement. All services rendered prior to September 30th of any given year are required to be invoiced by September 30th of that year. If Provider fails to submit an invoice within one (1) year after completion of all Services, any amounts owed as final payment shall be forfeited. Forfeiture will not apply to existing claims or pending legal proceedings. Payment of invoices will be made to Provider via electronic automated clearing house, based on the account information provided by Provider on the Vendor ACH Enrollment Form provided with this Agreement.

5. Term. The term of this Agreement commenced upon full execution of this Agreement, with the City executing last, and shall continue and remain in full force and effect until December 31, 2021, unless terminated earlier as provided herein. This Agreement will be subject to immediate cancellation if the Services do not comply with the specifications as stated herein.

6. Standard of Care. The standard of care for all Services performed or furnished by Provider under this Agreement will be the care and skill ordinarily used by members of Provider's profession practicing under similar circumstances or at the same time and in the same locality.

7. Damage to Persons or Property. Provider shall at all times guard against damage or loss to persons or the property of the City and shall be held responsible for replacing or repairing any such loss or damage. The City may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through the negligence of Provider or its agents or employees. Any damage caused by Provider's vehicles, equipment or employees to City property or to public property shall be promptly repaired and restored to the pre-existing condition by Provider at no cost to the City. Provider is responsible for making these repairs pursuant to any permits or licenses that may be required. The responsibility for all damage to persons or property arising out of or on account of the Services performed under this Agreement shall rest upon Provider and it shall save the City harmless from all claims made on account of such damages.

8. Representations, Warranties and Covenants of Provider.

8.1 Authority. Provider hereby represents and warrants to the City that it has full power and

authority to enter into and fully perform its obligations under this Contract without the need for any further corporate or governmental consents or approvals, and that the persons executing this Agreement are authorized to execute and deliver it.

8.2 Duly Licensed. Provider represents that it is duly licensed to perform the Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.

8.3 No Contingency. Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Provider, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach or violation of this provision by Provider, the City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Fee, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

8.4 Non-Discrimination. In performing under this Agreement, Provider shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

8.5 Discriminatory Vendor List. In accordance with Fla. Stat. Sec. 287.134, Provider represents that it has never been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services.

8.6 Public Entity Crimes. In accordance with Fla. Stat. Sec. 287.133, Provider certifies that Provider, its affiliates, suppliers, subcontractors and consultants who will perform under this Agreement have not been placed on the Convicted Vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date of this Agreement and that execution of the Agreement will not violate the statute. Violation of this section may result in termination of this Contract and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

8.7 Scrutinized Companies Lists. Pursuant to Fla. Stat. Sec. 287.135, Provider represents that Provider is not on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, and is not engaged in a boycott of Israel. Additionally, if the Contract Price is One Million Dollars (\$1,000,000) or more, Provider represents that neither the Provider firm nor its principals or owners are listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business activities in Sudan or Cuba. Violation of this section may result in termination of this Contract and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

8.8 Federal Labor / Employment Laws. In accordance with Fla. Stat. Sec. 255.20, Provider represents that it has not been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects such as safety, tax withholding, workers' compensation, reemployment

assistance or unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years.

8.9 E-Verify. In compliance with Section 448.095, Fla. Stat., Provider shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of new employees hired by Provider during the term of this Agreement. Provider shall require all subcontractors performing services under this Agreement to verify the employment eligibility of new employees hired by the subcontractor during the term of this Agreement. Provider shall require each of its subcontractors to provide Provider with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Provider shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

The City, Provider, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Provider acknowledges that upon termination of this Agreement by City for a violation of this section by Provider, Provider may not be awarded a public contract for at least one (1) year. Provider further acknowledges that Provider is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

Provider or its subcontractor shall insert in any subcontracts the clauses set forth in this section and shall require subcontractors to include these clauses in any lower tier subcontracts.

8.10 Unauthorized Aliens. The knowing employment by Contractor or its sub-contractors of any alien not authorized to work by the immigration laws or the Attorney General of the United States is prohibited and shall be a default of this Contract which results in unilateral termination. Contractor further represents that it is not in violation of any laws relating to terrorism or money laundering, including Executive Order No. 13224 on Terrorist Financing.

8.11 Lobbying Certification. Provider certifies to the best of its knowledge and belief that no funds or other resources received from the state in connection with the Contract will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

8.12 Independent Contractor. Provider acknowledges and agrees that Provider is an independent Contractor of the City. Provider more specifically acknowledges that its employees will not be covered by the City's workers' compensation insurance. Provider will be solely and exclusively responsible for payment of all federal and state income taxes due in respect of all compensation and/or other consideration paid by the City to Provider under this Agreement. Provider shall be responsible for social security, unemployment and disability taxes and all other payroll taxes due with respect to Provider's employees who provide Services under this Agreement. Provider acknowledges that it shall have no authority to bind City to any contractual or other obligation whatsoever. Provider shall be entitled to seek and accept other engagements and/or employment during the term of this Agreement

so long as such other employment or engagements do not interfere with the performance of Provider's duties under this Agreement. Provider shall be responsible to the City for all work or services performed by Provider or any person or firm engaged as a sub-consultant or subcontractor to perform work in fulfillment of this Agreement.

9. Insurance.

9.1 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Palm Beach County, Florida, and (c) have a Best's rating of A- VI or better.

9.2 Coverage shall be maintained without interruption from the effective date of this Agreement until date of final payment and termination of any coverage required to be maintained after final payment. Any liability coverage on claims made basis shall remain effective for five (5) years after final payment. If any of the required insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted along with the application for final payment.

9.3 The City shall be provided a minimum of thirty (30) days prior written notice of any adverse material change, including any reduction, non-renewal or cancellation of Provider's required insurance coverage, or any increase in the Provider's self-insurance retention.

9.4 Required Coverage: Provider shall maintain following liability coverage, in the limits specified:

Commercial General Liability. Commercial General Liability Insurance for all operations including but not limited to Contractual, Products and Completed Operations and Personal Injury with limits of not less than Two Million Dollars (\$2,000,000) (aggregate) and One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements and the policy must include coverage for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. May not be subject to a self-insured retention or deductible exceeding \$25,000.

Business Automobile Liability: Business automobile liability insurance with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive

endorsements and must include owned vehicles and hired and non-owned vehicles. May not be subject to a self-insured retention or deductible exceeding \$10,000.

Worker's Compensation: Worker's Compensation and Employer's Liability Insurance with limits of Employer's Liability Insurance not less than \$500,000 "each accident," \$500,000 "disease policy limit," and \$500,000 "disease each employee."

9.5 Additional Insureds. All required insurance (except Worker's Compensation) shall include an Additional Insured endorsement identifying "**the City of West Palm, its commissioners, officers, employees and agents**", as **Additional Insureds**. No costs shall be paid by the City for an additional insured endorsement.

9.6 Certificate of Insurance. Provider shall provide the City Risk Manager or the City Agreement Manager with a copy of the Certificate of Insurance and endorsements evidencing the types of Insurance and coverage required by this article within three (3) calendar days of Provider's receipt of Notice of Intent to Award the Agreement and, at any time thereafter, upon request by the City. It is Provider's responsibility to ensure that the Risk Manager and the Agreement Manager both have a current Insurance Certificate and endorsements at all times.

9.7 Renewal of Insurance: Provider shall be responsible for assuring that the insurance certificate/ endorsements required in conjunction with this section remains in force for the duration of the contractual period. If the insurance certificate/endorsements are scheduled to expire during this period, Provider shall be responsible for submitting a new or renewed insurance certificate/endorsements to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificate/endorsements are not replaced with a new or renewed certificate which covers the contractual period, City may suspend this Agreement until such time as the new or renewed certificate/endorsements are received by City.

9.8 Waiver of Subrogation. The City and Provider waive all rights against (1) each other and any of their subcontractors, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to the Agreement or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the City as trustee. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

10. Indemnity. Provider agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its officials, agents, or employees by reason of any damage to property or personal injury, including death, and which damage, injury or death arises out of or is incidental to or in any way connected with Provider's performance of the Services or caused by or arising out of (a) any act, omission, default or negligence of Provider in the provision of the Services under this Agreement; (b) property damage or personal injury, which damage, injury or

death arises out of or is incidental to or in any way connected with Provider's execution of Services under this Agreement; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Provider. This indemnification includes, but is not limited to, the performance of this Agreement by Provider or any act or omission of Provider, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Provider agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Provider under this indemnification provision. To the extent considered necessary by the City, any sums due Provider under this Agreement may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Provider to indemnify the City for its own negligence, or intentional acts of the City, its agents or employees. Nothing in this Agreement shall be deemed to be a waiver of the City's sovereign immunity or a waiver of the limitations under Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

11. Termination.

11.1 Either party may terminate this Agreement for cause in the event that the other party: (1) violates any material provisions of this Agreement or performs same in bad faith; or (2) provides Services that do not comply with the specifications or requirements of this Agreement; or (3) unreasonably delays in the performance of its obligations under this Agreement, after written notice to said defaulting party and the opportunity to cure the default within a reasonable period. Upon failure to cure, this Agreement may be terminated upon five (5) days written notice. An opportunity to cure shall not be required for multiple defaults of the same cause.

11.2 In the event of termination for cause, no payments to Provider shall be made (1) for Services not satisfactorily performed; or (2) for assembly of and submittal of documents and public records as required under this Agreement. In no event shall City be obligated to compensate Provider for lost profits, or any resulting or consequential damages.

11.3 In the event of termination, the City shall compensate the Provider for all authorized work satisfactorily performed through the termination date under the payment terms contained in this Contract.

11.4 This Agreement may be terminated for failure by the Provider to comply with the Public Records provisions of Chapter 119, Florida Statutes.

11.5 The City shall have the right to terminate this Agreement, in whole or in part, without cause, upon three (3) days written notice to Provider, when the City determines that continuation of

this Agreement would not produce beneficial results commensurate with the expenditure of public funds.

11.6 In the event of termination, Provider shall immediately deliver all documents, written information, electronic data, public records, and other materials concerning this Agreement in Provider's possession to the City, without additional cost, and shall cooperate in transition of its duties to appropriate parties at the direction of the City.

11.7 Upon termination, this Agreement shall have no further force or effect and the parties shall be relieved of all further liability hereunder, except that the provisions of this Section and the provisions regarding the right to audit, insurance, indemnification, governing law and litigation shall survive termination of this Agreement and remain in full force and effect.

12. Notices. All written notices, demands and other communications required or provided for under this Agreement shall be sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or by electronic transmission producing a written record, or hand delivered to Provider at the address on the first page of this Agreement; or to the City, at the address on the first page of this Agreement, attention: City Administrator, with a copy to the City Attorney, or to such other address or person as shall be designated by a party in a written notice given in the manner required hereby.

13. Taxes. Provider understands that in performing the Services for the City, Provider is not exempt from paying sales tax to Provider's suppliers for materials required for Provider to perform under this Agreement. Provider shall not be authorized to use City's tax exemption number for purchasing supplies or materials.

14. Ethics Requirements.

14.1 Provider shall comply with the ethics requirements of the City Code and the Palm Beach County Ethics Code.

14.2 Conflicts of Interest.

- a. Provider represents that it has not given or accepted a kickback in relation to the Contract and has not solicited the Contract by payment or acceptance of a gratuity or offer of employment.
- b. Provider represents that it has not solicited the Contract by payment of a gift or gratuity or offer of employment to the mayor or members of the City of West Palm Beach commission, any official, department director, head of any City of West Palm Beach agency, employee of the City of West Palm Beach, any City of West Palm Beach agency or selection committee, or member of any board, committee, or agency of the City of West Palm Beach or any of their immediate family or close personal relation (the "Conflict Group").
- c. Provider represents that it does not employ, directly or indirectly any member of the Conflict Group.

- d. Provider represents that neither it nor its subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any City commissioner, mayor or officer, during tenure or for 2 years thereafter, has any interest, direct or indirect.
- e. Provider represent that no member of the Conflict Group, who alone, or together with his household members, is a stockholder or holder of an interest, of 5% or more, in any business entity affiliated with Provider.
- f. Provider represents that it has not knowingly given, directly or indirectly, any gift with a value greater than \$100 in the aggregate in any calendar year to any member of the Conflict Group that provides regulation, oversight, management or policy-setting recommendations regarding Provider or its business.
- g. Provider, its officers, personnel, subsidiaries and subcontractors shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence Provider's exercise of judgment or quality of the Services being provided under this Agreement. Provider, its officers, personnel, subsidiaries and subcontractors shall not perform consulting work for any third party that would in any way be in conflict with the Services to be provided to the City under this Agreement.
- h. Provider, its officers, personnel, subsidiaries and subcontractors shall not, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding unless compelled by court process. Further, Provider agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City or in connection with any pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.
- i. Provider shall promptly notify the City in writing by certified mail of all potential conflicts of interest or any event described in this Section. Said notification shall identify the prospective business interest or circumstance and the nature of work that Provider intends to undertake and shall request the opinion of the City as to whether such association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Provider. The City agrees to notify the Provider by certified mail of its opinion within thirty (30) calendar days of receipt of the said notification and request for opinion. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Provider, the City shall so state in its opinion and the Provider may, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by Provider under this Agreement.
- j. In the event Provider is permitted to utilize subcontractors to perform any Work under the Contract, Provider agrees to prohibit such subcontractors, by written contract, from having any such conflicts of interest.

14.3 Lobbying Certification. Provider certifies to the best of its knowledge and belief that no funds or other resources received from the state in connection with the Contract will be used directly or

indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

14.4 Inspector General. Provider is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of the Contract, and may demand and obtain records and testimony from Provider and its subcontractors. Provider understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Provider or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by City to be a material breach of the Agreement justifying its termination.

15. Remedies. No remedy conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy granted by this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy shall preclude any other or further exercise thereof. In addition to any other remedies, in the event of a breach or violation of the Agreement by Provider, Provider may be subject to debarment or suspension from consideration for the award of additional contracts from the City, pursuant to the terms and procedures set forth in the City Code.

16. Small Business. Provider shall comply with the City's Small Business Ordinance set forth in Chapter 66 of the Code of Ordinances of the City of West Palm Beach, which is incorporated herein by this reference. Provider shall comply with the small business commitment contained in Provider's Proposal, or as approved by the Small Business Division. Provider shall maintain all relevant records and information necessary to document compliance with the Small Business Ordinance and shall allow the City to inspect and audit such records.

17. Assignment. This Agreement requires the skills and experience of Provider and may not be assigned by Provider without the City's prior written consent. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

18. Force Majeure. Any deadline provided for in this Agreement may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God, provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided that no such extension shall be made unless notice thereof is presented by Provider to City in writing within ten (10) business days after the start of the occurrence of such delay; and further provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

19. No Solicitation. Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Provider, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach or violation of this provision by Provider, the City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Fee, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

20. No Lien. The Provider shall not at any time permit any lien, attachment, or any other encumbrance under the laws of the State of Florida, or otherwise, by any person or persons whomsoever to be filed or recorded against the City, against any City property or money due or to become due for any work done or materials furnished under this Agreement by Provider.

21. Public Records Law.

21.1 Public Records. Provider shall comply with Chapter 119, Florida Statutes, regarding public records. Provider shall keep and maintain all documents, correspondence, reports, computer files, emails, plans, drawings, calculations, technical specifications, sketches, photographs, videos, illustrations, tracings, specifications, maps, etc., prepared in order to perform the services under this Agreement. Provider shall ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed. Records that are exempt or confidential and exempt from public records requirements may include plans, drawings and records related to the physical security of City buildings or security systems and shall not be disclosed by Provider, except as authorized by law and specifically authorized by City.

21.2 A request to inspect or copy public records relating to this Contract must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Provider of the request, and the Provider shall provide the records to the City or allow the records to be inspected or copied within a reasonable time at the cost that would not exceed the cost allowed by law. All records stored electronically must be provided to the City, upon request, in a format that is compatible with the information technology systems of the City.

21.3 Upon completion of the Agreement, Provider shall transfer, at no cost, to the City all public records in possession of Provider. Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

21.4 Failure of the Provider to provide public records to the City within a reasonable time or allowable cost may be subject to penalties under Sec. 119.10, Fla. Stat., and may be cause for termination of the Contract by the City, in addition to any other remedies available under the Contract or by law.

21.5 IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC

RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK, WHO IS THE CITY'S CUSTODIAN OF PUBLIC RECORDS, AT:

Office of the City Clerk
City of West Palm Beach
401 Clematis Street
West Palm Beach, FL 33401
561-822-1210
CityClerk@wpb.org

22. Property Rights. All work product, including but not limited to reports, plans, drawings, tracings, sketches, photographs, videos, illustrations, presentations, PowerPoint, specifications, models, maps, computer files, electronic data, and other documents (electronic or paper) prepared or created in the course of the performance of the Services or obtained in the performance of this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and shall be the exclusive property of the City upon their creation without restriction or limitation on their use and will be made available, upon request, to the City at any time during the performance of such Services. Upon delivery to the City of said work product, the City will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Provider will not copyright any material or work product developed under this Agreement. Any reuse of Provider's prepared documents by the City, except for the specific purpose intended hereunder, will be at City's sole risk and without liability or legal exposure to Provider or its sub-consultants.

23. Governing Law; Jurisdiction; Venue; Litigation. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The City and Provider submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida, or the Federal Southern District of Florida. Provider agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

24. Attorney Fees. In the event suit is filed to construe or enforce this Agreement, each party in such suit shall bear its own costs and expenses incurred in connection therewith, including, but not limited to, attorneys' fees and costs through trial and appeal.

25. Time of Essence. Time shall be of the essence for each and every provision of this Agreement.

26. Severability. In the event that any term or provision of this Agreement shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement, (or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable), shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

27. Waiver. Any waiver by either party of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

28. Right to Audit. Provider shall maintain adequate records for the Services performed under this Agreement for five (5) years following completion of the Services, or conclusion of any litigation regarding this Agreement. The City shall have the right to audit Provider's books and records, at the City's expense, upon prior notice, with regard to the Services provided to the City under this Agreement. Provider shall allow the City or its representative to interview all current or former employees to discuss matters pertinent to this Agreement. If an audit inspection in accordance with this section discloses overpricing or overcharges (of any nature) by Provider to the City in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the City's Internal Audit department shall be reimbursed to the City by the Provider and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by the Provider within 45 days from presentation of City's findings to Provider. Failure by Provider to permit such audit shall be grounds for termination of this Agreement by the City.

29. Modification. There may be no modification of this Agreement, except in a writing executed with the same formalities as this document.

30. Availability of Funds. This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the City. If funding for this Agreement is in multiple fiscal years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of contracts with a term of more than one year, but any contract so made shall be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Agreement become unavailable, the City may terminate this Agreement upon no less than twenty-four (24) hours' notice to Provider. The City shall be the sole and final authority as to the availability of funds.

31. No Verbal Agreements. No verbal agreement or conversation with any officer, agent or employee of City either before or after execution of this Agreement shall affect or modify any of the terms or obligations contained in any of the documents comprising said Contract. All Contract amendments shall be in writing and executed by the authorized representatives of both City and Provider.

32. Exhibits. The Exhibits referenced in this Agreement are incorporated into this Agreement, regardless of whether they are attached.

33. Controlling Provisions. Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the Proposal, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the Proposal. Wherever possible, the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

34. Entire Agreement; Amendment. This Agreement including the Exhibits which are incorporated into this Agreement in their entirety, embody the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter. This Agreement may only be amended or modified by written amendment executed by the City and Provider.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year executed below.

PROVIDER
CORNERSTONE SOLUTIONS FLORIDA,
LLC

By: Rick Asnani

Name: RICK ASNANI

Title: PRESIDENT

CITY OF WEST PALM BEACH

By: [Signature]
Keith A. James, Mayor

Date: 04/02, 2021.

Attest: [Signature]
City Clerk

City Attorney's Office
Approved as to form and legality

By: [Signature]

**COMPOSITE EXHIBIT A
DECLARATION AND PROPOSAL**

MAR 30 2021

401 CLEMATIS STREET
WEST PALM BEACH FL 33401



PROCUREMENT DEPARTMENT
Revised 01/15

DECLARATION OF EMERGENCY PROCUREMENT

This form must be completed when declaring an emergency procurement to be authorized by the Mayor and submitted to the Director of Procurement. An emergency shall be defined as a condition that is an immediate (1) threat or danger to the public health, safety, or welfare or (2) loss of public or private property, or (3) interruption in the delivery of an essential government service. Please attach any related documents and use additional sheets if necessary to fully describe the condition. Submit completed form and supporting documentation to the Director of Procurement.

Date: 03/29/2021

Department requesting emergency determination: Housing and Community Development

Name: Jennifer Ferriol

Title: Director of Housing and Community Development

Location of Emergency: World-Wide

Date emergency initially identified: 03/13/2020

By Whom: President of the United States

Describe in detail the conditions causing the emergency:

On March 13, 2020, by Proclamation 9994, the President declared a national emergency concerning the coronavirus disease 2019 (COVID-19) pandemic. The COVID-19 pandemic continues to cause significant risk to the public health and safety of the Nation and has caused a worldwide pandemic of respiratory illness. The virus can cause mild to severe respiratory illness including death. The virus most likely originally emerged from an animal source and now spreads from person-to-person. Like the common cold, it is spread by droplets, often generated when a person sneezes or coughs.

Describe the specific threat or danger to public health, safety or welfare of potential property loss or service interruption:

The virus can cause mild to severe respiratory illness including death. Furthermore, according to the Center for Disease Control and Prevention (CDC), increasing evidence shows that racial and ethnic minority groups are being disproportionately affected by COVID-19. A national strategy for the COVID-19 Response and Pandemic Preparedness calls on the U.S. government to mount a safe, effective, and comprehensive vaccination campaign that reaches people in all communities and includes strategies to vaccinate hard-to-reach and high-risk populations.

Recommended Corrective Action:

According to the CDC, COVID-19 vaccination and following CDC recommendations on wearing masks and social distancing are the best ways to protect against COVID-19 illness. CDC recommends for individuals to get vaccinated for COVID-19 as soon as they are eligible. In response to this issue, the City of West Palm Beach Department of Housing and Community Development is partnering with the Fire Department provide COVID-19 vaccines and other health support to low-income and racial and ethnic residents in the City. Services will be available and prioritized to all residents residing in eligible census tracts and block groups where 51% or more are low to moderate-income persons. The focus will be on administering the COVID-19 vaccine, including mobile vaccinations, paramedic support, education and other outreach methods or strategies to eligible residents. The City will conduct targeted outreach withing eligible target areas, including a door to door program, phone program and other methods to ensure that

vulnerable populations are being assisted. In order to support these services, the City needs to procure services from a qualified vendor to administer the vaccine program.

Risks associated with delaying corrective action:

Continued spread of the Coronavirus which can cause mild to severe respiratory illness including death .

Estimated time to complete corrective action:

December 31st, 2021.

Estimated cost to complete corrective action:

\$248,000

Include additional potential costs to the City:

N/A

Basis for Cost Estimate: (Attach documentation)

Proposal Attached.

Account for Funding:

Account Number: 110.029165.554.500834.19271113.0000

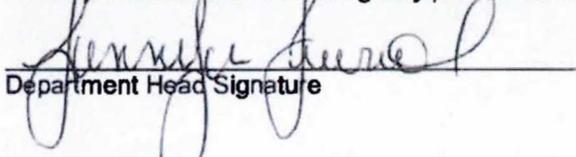
Name of contractors contacted regarding emergency:

Cornerstone Solutions and Mosaic Group

Recommended Contractor/Vendor:

Cornerstone Solutions

I hereby declare the above statements to be factual to the best of my knowledge. The work proposed above is limited to abating the identified emergency condition. I understand that if time permits I am to make every effort to secure competitive proposals to remedy the emergency condition. I hereby request the Mayor to authorize an emergency procurement.


Department Head Signature

March 29, 2021
Date

Reviewed By:

Nathaniel Rubel

Digitally signed by Nathaniel Rubel
Date: 2021.03.30 12:23:17 -04'00'

Procurement Official

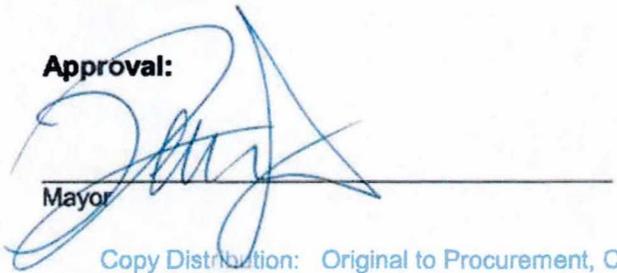
03/30/2021

Date

Recommended:

Yes No

Approval:


Mayor

3/30/21
Date

Copy Distribution: Original to Procurement, Copy to Mayor, Administration, Law and Requestor

City of West Palm Beach: *COVID 19 Vaccination Program*

Submitted by:
Cornerstone Solutions

Prepared by:
Rick Asnani, President & CEO

March 2021



About Cornerstone Solutions (Firm Background):

Cornerstone Solutions is a full-service public affairs and crisis management firm that specializes in community outreach, grassroots mobilization and strategic communications. Cornerstone Solutions delivers smart solutions and proven results for municipal and corporate clients, public entities, issue campaigns and trade association groups nationwide.

With over 85 years of combined experience, Cornerstone generates successful marketing and communication campaigns, grassroots initiatives, and community relations approaches, *which have earned the firm national awards and honors*. Cornerstone helps clients develop and implement proactive programs and also navigate contentious crisis issues, campaigns or public issues on local, state, and national levels. We understand both the world of traditional communications and how new social media tools have redefined modern communications.

Cornerstone has been in business for 16 years. The firm has always been headquartered in West Palm Beach and our entire staff and management team is located here.

Cornerstone Highlights:

- ✓ Full-service communications team to serve rapid response needs.
- ✓ Experts in crisis management and communications services.
- ✓ Full-service field operations managers and teams available as needed.
- ✓ Organized and help manage the City's COVID-19 Response Unit as volunteer project managers and coordinators.
- ✓ Experience working with the city's Emergency Management Team, Communications Department and Housing and Community Development Team.
- ✓ Experienced on how to organize grassroots and community relations campaigns funded with public funds.
- ✓ Extensive local experience in grassroots and communications programs.
- ✓ Local knowledge of West Palm Beach community leaders, organizations, neighborhoods and the local media.
- ✓ Successfully ran the City of West Palm Beach tax abatement and Parks Bond information campaigns.
- ✓ Knowledge and expertise in organizing grassroots and community events.
- ✓ Knowledge and relationships with organizing community, business and neighborhood organizations.
- ✓ Understand how COVID-19 is impacting local outreach efforts and know how to use technology to connect with residents.
- ✓ Cornerstone is based in West Palm Beach, Florida with local knowledge and experience.
- ✓ Experience working in 37 states around the country.

Our Qualifications:

- Crisis Communications Services: Cornerstone Solutions has a history of managing at least a dozen crisis issues a year for the last 15 years. That equals a lot of experience in different situations, for different types of clients, in different environments and knowing how to get it right.
- Community Engagement: Cornerstone specializes in grassroots and community outreach. Our firm has established relationships with HOA leaders, community and church leaders, precinct leaders and business or civic leaders

that are part of the West Palm Beach community. We have a grassroots team that can work on delivering critical and timely messages to the community through door-to-door, telephonically or through digital and social media.

- **Communications:** Cornerstone can plan, create and implement a grassroots communications program. We can coordinate direct mail, phone calls, door to door, brochure and door-hangers, small or large signs, script writing, online and digital communications and any similar materials needed. We understand how to target specific communications to the right audience to ensure the right people get the message needed.

COVID 19 Vaccine Program:

The City of West Palm Beach is an entitlement recipient of federal funds from the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG) Program. In addition, a national strategy for the COVID-19 Response and Pandemic Preparedness calls on the U.S. government to mount a safe, effective, and comprehensive vaccination campaign that reaches people in all communities and includes strategies to vaccinate hard-to-reach and high-risk populations. Increasing evidence shows that racial and ethnic minority groups are being disproportionately affected by COVID-19. Targeted outreach and mobile vaccinations are ways to reach such communities.

As part of this effort, the City of West Palm Beach will be working with the West Palm Beach Fire Department on administering the COVID-19 vaccine, including mobile vaccinations, paramedic support, education and other outreach methods or strategies to eligible residents. The City will conduct targeted outreach within the CDBG target area, including a door-to-door program, phone program and other methods to ensure that vulnerable populations are being assisted.

The federal grant funds acquired through the HUD CDBG Program must be used in an effort to prevent, prepare for, and respond to the coronavirus, specifically in low-income and racial and ethnically diverse communities.

Cornerstone Solutions is prepared, experienced and ready to assist the city of West Palm Beach in executing this program specifically in the targeted areas and communities.

- Door-to-Door Targeted Education and Sign-Up Program: We will work to educate residents in our specific CDBG areas about the opportunity to receive a vaccine by going door-to-door in specific neighborhoods. Our trained team will work to sign up individuals who want the vaccine, screen them for eligibility and then schedule them for the next available appointment. We can work to utilize the existing city infrastructure to schedule appointments or create our own process, if necessary. We will provide leave behind materials for those homes where we do not speak to a resident so they can sign up on their own through the city hotline or online. Our teams will be able to communicate with residents in multiple languages, including English, Spanish and Haitian Creole.
- Phone Call Targeted Education and Sign-Up Program: We will work to educate residents in our specific CDBG areas about the opportunity to receive a vaccine by contacting them over the phone. Our trained team will work to sign up individuals who want the vaccine, screen them for eligibility and then schedule them for the next available appointment. We can work to utilize the existing city software to schedule appointments or create our own process, if necessary. We will leave messages for those residents we don't speak with so they can make appointments on their own time, utilizing the city hotline or online. Our teams will be able to communicate with residents in multiple languages, including English, Spanish and Haitian Creole.
- Website and Digital Waiting Room Sign-Up: We will create an online website where residents can learn more about how to get a vaccine through the city and where they can sign-up utilizing our online waiting room. The waiting room will allow us to capture information of those interested in getting a vaccine who received our phone message, material on the door, or received information on the city vaccine program. The

website will be translated into multiple languages, including English, Spanish and Haitian Creole.

- Establish a COVID 19 Vaccination Call Center and Hotline: As printed materials are distributed, we will include a phone number that residents can contact. We will setup a call center and hotline with trained professionals that residents can contact to schedule a vaccine appointment. A hotline will help to ensure residents who don't have access to internet or a computer can still get a vaccine. The call center will be staffed daily with the availability to schedule appointments for residents over the phone. English, Spanish and Haitian Creole speaking Team Members will be available.
- Create a COVID 19 Vaccination Scheduling Team: As individuals sign up online through the virtual waiting room, we will begin to contact them to schedule the next available vaccine appointment date. Our scheduling team will work to call residents who sign up, screen them for eligibility requirements and schedule them based on availability. Our scheduling team can also work to call individuals to remind them about their second vaccine appointment.
- Printed Material and Collateral: We will work in collaboration with the city communications department on messaging and branding to ensure residents receive the correct information on how to get a vaccine through the city or other available vaccination sites. We will put together door hangers, printed material, t-shirts, signage and other materials to help educate residents and ensure a successful program.

COVID 19 Vaccine Program/Proposed Fees:

The plan and program outlined is based on 6-month timeline. We will work with staff to implement this program based on key milestones, vaccine availability and intensity of the demand.

- **Consulting and Management Fees \$37,000 (based on a monthly retainer over a 6-month timeline)**
 - Our fees include a senior team leader to consult on all aspects of the campaign, a communications director who will be assigned to manage communications, a project coordinator who will manage the day-to-day aspect of the program, and a data programmer to oversee targeting and sign ups to ensure communications are reaching the appropriate communities.
 - Our fees do not include the cost of the actual information campaign materials needed to complete the program. The budget for these services will be approved by staff and each item will be approved before any funds are expended.

➤ **Program Budget (Proposed):**

Budgetary Item	March	April	May	June	July	August	September	Program Total
Call Center / Scheduling Center	\$ 12,000	\$ 48,000	\$ 48,000	\$ 25,000	\$ 15,000	\$ 3,500	\$ 1,500	\$ 153,000
Door to Door Education	\$ 2,500	\$ 5,000	\$ 5,000	\$ 2,000	\$ 2,000	\$ -	\$ -	\$ 16,500
Phone Call Education	\$ 2,500	\$ 6,000	\$ 6,000	\$ 2,000	\$ 1,500	\$ 1,000	\$ -	\$ 19,000
Website	\$ 4,500	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 500	\$ 500	\$ 9,500
Printing / Mailings / Materials / Design	\$ 5,000	\$ 2,500	\$ 2,500	\$ 1,000	\$ 1,000	\$ 500	\$ 500	\$ 13,000
Strategy, Management, Data	\$ 5,000	\$ 10,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 3,500	\$ 3,500	\$ 37,000
Monthly Total	\$ 31,500	\$ 72,500	\$ 67,500	\$ 36,000	\$ 25,500	\$ 9,000	\$ 6,000	\$ 248,000

Insurance:

Cornerstone can demonstrate sufficiency to provide the necessary services and provided the required insurance.

Summary:

Thank you for your consideration of Cornerstone Solutions and we look forward to the opportunity to work with you on this project.

We are prepared to begin working on the project immediately, knowing this is time urgent, and can dedicated needed staff and resources to meet your goals.

Please contact us if you need any additional information or references.

References:

Palm Beach County School District

Palm Beach County Children's Services Council

Sheriff of Palm Beach County

Broward County

City of West Palm Beach, Town of Palm Beach, City of Palm Beach Gardens