

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 11, 2025 [] Consent [X] Regular [] Workshop [] Public Hearing
Department: Fire Rescue

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to delegate authority to:

A) the County Administrator or designee to execute Agreements that are substantially similar to that attached, with Affiliated Personnel to participate on the Palm Beach County Fire Rescue (PBCFR) Urban Search and Rescue (USAR) Task Force for a term of up to three (3) years in an amount not to exceed \$250,000, that do not substantially change the scope of work, terms, or conditions of the Agreements;

B) the County Administrator or designee to modify provisions of the Agreement with a governmental entity, including insurance and indemnification provisions, and to modify provisions of the Agreement as warranted to comply with funding programs or applicable laws and regulations, that do not substantially change the scope of work, terms, or conditions of the Agreement; and

C) the County Administrator or designee to execute renewals of the Agreement for a term of up to an additional two (2) years, that do not substantially change the scope of work, terms, or conditions of the Agreement.

Summary: PBCFR currently meets the requirements for a Type 4 Florida USAR Task Force to meet the community's needs and is not State designated. This Agreement will enable PBCFR to meet all the requirements of a Type 3 Florida USAR Task Force, further enhance service to the community as well as assisting communities throughout Florida. Prior to being designated as a Type 3 Florida USAR Task Force, the County must have a template agreement in place that can be utilized to contract with qualified Affiliated Personnel to participate on the Task Force. This Agreement includes terms and descriptions that can be used to contract for Affiliated Personnel to participate as a Structures Specialist, a Canine Search Specialist or a Medical Team Manager. This Agreement will be used for qualified Affiliated Personnel selected to join the Palm Beach County Fire Rescue USAR Task Force. This agenda item authorizes the County Administrator or designee to execute such standard Agreements with qualified Affiliated Personnel. Countywide (SB)

Background and Justification: Currently there are eight (8) Type 3 Florida USAR Task Force teams in the State of Florida. The creation of this team positions PBCFR to be available to respond to a need for a USAR team when requested by the State of Florida. The approved Agreement will position PBCFR to be eligible for designation as a Type 3 Florida USAR team.

Attachments:

- 1. Sample Agreement between Palm Beach County and Affiliated Personnel

Recommended by: [Signature] Assistant Fire Chief Date: 1-31-2025
Approved by: [Signature] Fire Rescue Administrator Date: 1-31-2025
Approved by: _____ Assistant County Administrator Date: _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	* 0	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	0	_____	_____	_____	_____

Is Item Included in Proposed Budget? Yes _____ No X
 Does this item include the use of Federal Funds? Yes X No _____
 Does this item include the use of State Funds? Yes X No _____

Budget Account No.: Fund 1300 Dept 440 Unit _____ Rvsc _____/Object _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

* There is no fiscal impact at this time. This template agreement has a not to exceed amount of \$250,000. In the event an agreement is executed and a deployment occurs, Fire Rescue MSTU funds would be utilized and reimbursement would be sought from State or Federal funds.

C. Departmental Fiscal Review: Lauren Magierowski Digitally signed by Lauren Magierowski A. E-mail: Lauren.Magierowski@ccc.gov

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

OFMB

Contract Development and Control

B. Legal Sufficiency

Assistant County Attorney

C. Other Department Review:

Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

AGREEMENT BETWEEN

PALM BEACH COUNTY

AND

THIS AGREEMENT ("Agreement") is entered into effective the _____ day of _____, 20____ ("Effective Date") by and between PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter "COUNTY"), and _____ ("Affiliated Personnel").

WHEREAS, the County, through its Fire Rescue Department, has an Urban Search and Rescue (USAR) Task Force ("PBCFR Task Force"), which may be deployed within Palm Beach County, or throughout the State of Florida through the Statewide Emergency Response Plan and

WHEREAS, the PBCFR Task Force is, or is anticipated to be, designated by the State of Florida as a Florida Urban Search and Rescue Task Force, which may be deployed throughout the State of Florida; and

WHEREAS, the County desires to contract for certain personnel ("Affiliated Personnel") to participate on the PBCFR Task Force; and

WHEREAS, Affiliated Personnel desires to serve with the PBCFR Task Force, subject to all of the provisions of this Agreement;

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

1.0 Recitals. The recitals set forth above are true and correct and incorporated herein by this reference.

2.0 General Provisions.

2.1 Applicable Provisions. With respect to PBCFR Task Force activities, this Agreement incorporates the provisions of 44 CFR Part 208 ("USAR Regulations") to the extent applicable.

2.2 Definitions of Terms. Capitalized words and phrases in this Agreement have the same meaning as they do in the USAR Regulations. Capitalized words and phrases not defined in the USAR Regulations shall have the meaning given in this Agreement.

2.3 Fire Rescue Administrator. The Fire Rescue Administrator or designee will have the authority to make operational decisions regarding the PBCFR Task Force.

- 3.0 Affiliated Personnel- Requirements for participation.
- 3.1 Affiliated Personnel shall serve in a designated role of **(Check Role)**
__Structures Specialist, __Canine Search Specialist, or __Medical Team Manager
to the PBCFR Task Force. During the term of this Agreement, Affiliated Personnel agrees that they currently do and shall maintain at all times and continue to:
- 3.1.1 Meet the required qualifications for their assigned position as set forth in Appendix "A";
 - 3.1.2 Meet the required training specified in this Agreement in Appendix "B";
 - 3.1.3 Maintain the required licenses for their assigned position as set forth in Appendix "D"
 - 3.1.4 Perform such duties as reasonably expected for their assigned position. A non-exclusive general description of the duties for such position are set forth on Appendix "C". Satisfy other conditions of preparedness and response as required by the County, the State of Florida, or FEMA for Affiliated Personnel serving with the PBCFR Task Force;
 - 3.1.5 Comply with the federal contract terms and other provisions set forth on Appendix "F". References therein to "contract" or "order" shall mean this Agreement and references to "vendor" or "contractor" shall mean Affiliated Personnel; and
 - 3.1.6 Have and maintain at all times personal health insurance.
- 3.2 The County and Affiliated Personnel agree to cooperate with each other in good faith so as to facilitate achievement of the goals and objectives of the PBCFR Task Force as fully and completely as possible.
- 3.3 Affiliated Personnel of the PBCFR Task Force, hereby acknowledge and agree to all of the following obligations and duties for participation on the PBCFR Task Force.
- 3.3.1 Affiliated Personnel shall be of good moral character. Affiliated Personnel shall immediately inform the County in writing of any criminal charges pending or filed during the term of this Agreement and of any criminal convictions entered prior to or during the term of this Agreement. The County shall have the sole discretion to determine whether an offense involves moral turpitude or other crimes that would preclude an Affiliated Personnel's continued participation with the PBCFR Task Force.

- 3.3.2 If serving in a PBCFR Task Force position that requires the individual to hold a license, registration, certificate or other similar authorization to lawfully engage in an activity, Affiliated Personnel must hold the appropriate authorization, which must be maintained as current and validly issued at all times. Affiliated Personnel must provide a copy of such authorization to the County, and shall immediately inform the County in writing if any required license, registration, certificate or other similar authorization is revoked, suspended, allowed to lapse, or otherwise becomes invalid or inactive at any time during the term of this Agreement.
- 3.3.3 Subject to any applicable FEMA standards, Affiliated Personnel must meet the medical/fitness standards required by the County and not have any medical condition or disability that will prevent performance of the duties of the PBCFR Task Force position it occupies.
- 3.3.4 Affiliated Personnel must maintain a response ready status, unless otherwise notified to PBCFR Task Force Leader and/or PBCFR Task Force Planner, and must be available on short notice to mobilize and respond to the advised assembly point within four (4) hours of request and be able to respond on a mission for up to fourteen (14) days.
- 3.3.5 Affiliated Personnel must be capable of improvising and functioning for long hours under adverse working conditions.
- 3.3.6 Affiliated Personnel must understand and adhere to safe working practices and procedures as required in the urban disaster environment.
- 3.3.7 Affiliated Personnel must have a working knowledge of the USAR system and the PBCFR Task Force's organizational structure, operating procedures, safety practices, and terminology and communication protocols.
- 3.3.8 Affiliated Personnel must have completed, or complete in the future within such time frames as may be established by the County, such courses of education and training and other requirements as the County may specify from time to time.
- 3.3.9 Affiliated Personnel acknowledge and agree that the County has the authority to immediately suspend or terminate Affiliated Personnel's participation on the PBCFR Task Force for failure to satisfy any requirements in this Agreement.

3.3.10 Affiliated Personnel shall have knowledge of and abide by the requirements contained in the Position Description attached as Appendix "C".

4.0 Insurance

4.1 The Affiliated Personnel shall maintain at its sole expense, in force and effect at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Agreement. The requirements contained herein, as well as County's review or acceptance of insurance maintained by Affiliated Personnel, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Affiliated Personnel under the Agreement. Affiliated Personnel agrees to notify the County at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

4.2 Professional Liability: Affiliated Personnel shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, County reserves the right, but not the obligation, to review and request a copy of Affiliated Personnel's most recent annual report or audited financial statement. For policies written on a "claims-made" basis, Affiliated Personnel warrants the Retroactive Date equals or precedes the effective date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this Agreement, Consultant shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the Agreement term. The requirement to purchase a SERP shall not relieve the Affiliated Personnel of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims-made" form. If coverage is provided on a "claims-made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

4.3. Waiver of Subrogation: Except where prohibited by law, Affiliated Personnel hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Affiliated Personnel shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Affiliated Personnel enter into such an agreement on a pre-loss basis.

4.4. Certificates of Insurance: Prior to each subsequent renewal of this Agreement, within forty-eight (48) hours of a request by COUNTY, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the Affiliated Personnel shall deliver to the COUNTY, or COUNTY's contracted insurance tracking vendor, a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Agreement have been obtained and are in full force and effect. The Certificate Holder shall read:

Palm Beach County Board of County Commissioners

Insurance Compliance

PO Box 100085- DX

Duluth, GA 30096

pbcountry@ebix.com

4.5. Right to Revise or Reject: County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements

5.0 Financial Provisions.

5.1 Preparedness Funds. The County does not guarantee the availability of any funding that can be used for preparedness, but in its sole discretion, the County may utilize for the benefit of Affiliated Personnel such preparedness grant funding as County shall be eligible to and does receive from FEMA or other entities. Any such utilization shall be subject to the requirements of the preparedness grants and the needs of the PBCFR Task Force generally.

5.2 Payments

5.2.1 Amount. The total amount to be paid by the County under this Agreement shall not exceed a total contract amount of _____ Dollars (\$_____), inclusive of all fees, costs, expenses and charges of any nature. The Affiliated Personnel shall notify the County's representative in writing when ninety percent (90%) of the "not to exceed amount" has been reached. The Affiliated Personnel will bill the County within thirty (30) days after the end of each activation period, or as otherwise provided, at the amounts set forth in Appendix G for services rendered. Affiliated Personnel shall not bill the County, or be reimbursed for, any costs, expenses or charges unless advanced written approval for such was obtained from the County's contract monitor.

5.2.2 Should the allowable pay schedules for Affiliated Personnel's position be updated by or in accordance with the USAR Regulations during the term

of this Agreement, the County, in its sole discretion and upon written notice to Affiliated Personnel, may unilaterally revise Appendix G to update the rates of pay for Affiliated Personnel by a percentage that reflects the change to the USAR pay schedule; provided however that the rate of pay shall not exceed the allowed USAR pay rate. The County's Fire Rescue Administrator is hereby authorized by the County to make such revisions to Appendix G, which shall be binding upon both parties.

- 5.2.3 Invoices. Invoices received from the Affiliated Personnel pursuant to this Agreement will be reviewed and approved by the County to verify that services have been rendered in conformity with the Agreement. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the County representative's approval, in accordance with the Local Government Prompt Payment Act sections 218.70-218.80, as may be amended.
- 5.2.4 After each Activation, the Affiliated Personnel shall provide the County with relevant financial information, which may be submitted by the County as part of an overall claim package which the County is obliged to submit to FEMA or other third-party funding entity. The financial information shall be submitted to the County within thirty (30) days after the end of the Activation Period. The financial information shall be prepared and submitted in conformance with applicable federal directives or otherwise as directed by the County.
- 5.2.5 VSS Registration Required. In order to do business with Palm Beach County, Affiliated Personnel are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.pbc.gov>. County will not finalize an Agreement award until the County has verified that the Affiliated Personnel are registered in VSS.
- 5.2.6 Funding Sources. Affiliated Personnel shall comply with all laws, regulations, guidelines, grant requirements and direction that may apply or relate to any funding sources that the County may utilize to fund services under this Agreement.

6.0 Reporting and Record Keeping Requirements.

- 6.1 Affiliated Personnel shall provide to the County such records as are set forth in Appendix "D".
- 6.2 The County may issue a PBCFR Task Force Picture Identification Card or other identifying documentation to Affiliated Personnel; and if so issued, Affiliated Personnel shall keep on their person such card or documentation at all times of activation and/or as otherwise directed by the County

7.0 Clothing and Equipment.

7.1 The County may issue to Affiliated Personnel certain items of personal protective clothing and equipment for use in PBCFR Task Force activities and operations. All issued equipment shall be maintained by Affiliated Personnel in good working order at all times. In the event of Activation, Affiliated Personnel shall provide certain additional items of personal clothing and equipment as may be directed by the County. Items of clothing and equipment supplied by the County shall remain the property the County and shall be returned promptly whenever Affiliated Personnel ceases to be a member of the PBCFR Task Force, or sooner as may be directed by the County

7.2 All uniforms will display the official patch of the PBCFR Task Force, as specified by the County. The PBCFR Task Force shall specify the design of the uniform and any identifying insignia or markings.

8.0 Command, Control and Coordination.

8.1 Affiliated Personnel shall not, in connection with this Agreement or the performance of services and functions hereunder, have a right to or claim any pension, workers' compensation, unemployment compensation, civil service, or other employee rights, privileges, or benefits granted by operation of law or otherwise. Affiliated Personnel shall not be deemed the employee of the County, for any purpose, during the performance of services hereunder. This agreement does not, and shall not be construed to make any affiliated personnel an officer, employee or agent of the COUNTY for any purpose whatsoever.

8.2 While participating in activities conducted by the PBCFR Task Force, all Affiliated Personnel shall be subject to, observe and comply with all lawful orders and directions of the authorized representatives of the PBCFR Task Force. Affiliated Personnel shall observe and abide by the designated chain of command for the PBCFR Task Force. The County in its sole discretion retains the right to suspend or exclude any Affiliated Personnel from participation on the PBCFR Task Force.

9.0 Media and Information Policy.

9.1 Subject to applicable law, including FEMA regulations and directives, all photographs and audio and video recordings taken by or at the direction of Affiliated Personnel during a deployment or during PBCFR Task Force activities ("Recordings") will be kept under the control of the County and shall not be disseminated without the prior approval of the County. The parties agree that the County is and will be the sole and exclusive owner of all right, title, and interest to the Recordings, including any copyrights and other intellectual property rights therein, in perpetuity throughout the universe. In

furtherance of the foregoing, Affiliated Personnel agree that any Recordings are a work made for hire for the County as defined in Section 101 of the Copyright Act of 1976. To the extent that a Recording does not qualify as a work made for hire, the parties agree that upon completion of the Recording, all right, title, and interest including copyrights that Affiliated Personnel may have in and to the Recording shall hereby immediately be transferred, assigned over, and belong solely and exclusively to the County. Such transfer to the County is for all uses now existing, or which may exist in the future in any media, including but not limited to the use, copying, reproduction, publication, and distribution of the Recordings for education, training, and any and all other uses or purposes benefiting the County, the PBCFR Task Force in any form. County shall own such materials and all trademarks and copyrights related thereto, including all renewals and extensions. County shall have the right to obtain trademark and copyright registrations for such materials in its own name or in any name chosen by County, and County shall own all rights of copyright in the materials, as well as in any derivative works and reproductions made there from. Affiliated Personnel shall execute such documentation that the County may reasonably request to cause or evidence any such transfer of ownership of the materials.

9.2 Affiliated Personnel shall comply with all applicable federal, state, and County media policies, which will be strictly enforced and adhered to by Affiliated Personnel.

9.3 Subject to applicable rules and regulations, County will have sole responsibility for coordination of media coverage and liaison with media sources and representatives concerning all Affiliated Personnel activities with the PBCFR Task Force.

9.4 Agencies of the federal government, State of Florida, and the County, shall have the right to photograph and/or otherwise audio and visually record (including but not limited to film, videotape, or other form of motion capture) Affiliated Personnel in the performance of activities related to this Agreement and use such images and records for training and other purposes as may be determined by the entity that makes or directs the recording, or on whose behalf a recording is made, in its sole discretion.

10.0 Rules and Code of Conduct.

10.1 Affiliated Personnel will abide by the Code of Conduct contained in Appendix "E". The failure of Affiliated Personnel to abide by the PBCFR Task Force Code of Conduct may result in suspension or exclusion from the PBCFR Task Force by the County.

11.0 Preparedness Activities.

- 11.1 The County may conduct PBCFR Task Force management, administration, training, equipment procurement and other preparedness activities required by FEMA, the State of Florida and other entities. Affiliated Personnel shall cooperate with the County and shall participate in the activities as deemed necessary by the County to achieve PBCFR Task Force preparedness goals and objectives.
- 11.2 Affiliated Personnel shall conduct such specific training activities as are contained in Appendix "B" for their designated position.
- 11.3 Subject to the availability of funding, the County may procure and maintain caches of equipment and supplies for use by the PBCFR Task Force. The contents of these caches shall be utilized for deployments of the PBCFR Task Force and, subject to applicable rules and regulations, may be made available for training activities of the PBCFR Task Force. Cache equipment and supplies shall be used only for authorized purposes and Affiliated Personnel shall exercise reasonable care to protect and preserve the property against loss or damage. Affiliated Personnel are financially accountable for any PBCFR Task Force property that is lost or damaged due to Affiliated Personnel's negligence or unauthorized use.

12.0 Notification Procedures and Other Communications.

12.1 Alerts and Activation. The County shall determine whether Affiliated Personnel is capable of and will respond to Activation Orders. Affiliated Personnel shall keep the PBCFR Task Force fully informed of pertinent information concerning their availability or other circumstances that would affect said ability to serve in their designated position as an Activated member of the PBCFR Task Force. If during the term of this Agreement, Affiliated Personnel expects to be unavailable for deployment with the PBCFR Task Force for any reason at any time, they shall notify the designated PBCFR Task Force Planners and/or Leader in such manner as may be directed by the County or PBCFR Task Force of that circumstance and the duration of any unavailability so as to avoid possible interference with PBCFR Task Force's condition of readiness to perform its purpose and mission.

12.1.1 Affiliated Personnel shall maintain at all times a "Point of Notification" for receipt of notices from the County concerning possible deployments of the PBCFR Task Force. The Point of Notification shall include 24-hour telephonic and electronic capabilities.

12.1.2 Upon receipt of Alert or Activation Orders applicable to Affiliated Personnel, the PBCFR Task Force shall give prompt telephonic and electronic notice to Affiliated Personnel's Point of Notification.

The notice shall designate the location of the assembly point and, to the extent known, the nature and character of the Activation.

12.2 Mobilization - If mobilized, Affiliated Personnel shall respond to the designated assembly point within four (4) hours (or such other timeline as noted in the activation order) of notification with all required personal clothing and equipment and required documentation.

12.2.1 Affiliated Personnel will be subject to a pre-deployment medical screening and will not be deployed if they fail the screening.

12.2.2 The County retains the right in its sole discretion to determine which personnel will respond with the PBCFR Task Force when Activated, and Affiliated Personnel understand that they may not be selected to respond to certain or any Activations during the term of this Agreement. Affiliated Personnel further understand that the County reserves the right to obtain some or all of these services through other means or contracts.

13.0. General Agreement Provisions

13.1 Authority. As more specifically indicated above and below, this Agreement is made (a) pursuant to the provisions of the USAR Regulations; and (b) under the authority of Florida law, in furtherance of the purposes of the National Urban Search and Rescue Response System,

13.2 Contents of the Agreement. Upon its execution, the Agreement consists of this Agreement, along with the following attached Appendices each of which is hereby incorporated herein by this reference as it pertains to each Affiliated Personnel's position:

Appendix "A" – Qualifications

Appendix "B" – Training Requirements

Appendix "C" – Position Description

Appendix "D" – Licenses and Records

Appendix "E" – Code of Conduct

Appendix "F" – Federal Contract Terms and Other Provisions

Appendix "G" – Compensation Schedule

Appendix "H" – Nongovernmental Entity Human Trafficking Affidavit

Appendix "I" – HIPAA Business Associate Agreement

- 13.3 Amendments and Termination. Except as otherwise expressly provided, this Agreement may be modified or amended only by another written agreement approved and executed by both parties.
- 13.4 Term and Termination. The Agreement shall commence as of the Effective Date and continue for a period of three (3) years, unless renewed as provided herein. Upon mutual written agreement of both parties hereto, this Agreement may be renewed for one (1) additional two (2) year period upon the same terms and conditions. Notwithstanding the preceding, this Agreement may be terminated by the County, with or without cause, upon written notice to Affiliated Personnel. Affiliated Personnel may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the County, except that Affiliated Personnel may not terminate this Agreement without the written consent of the County's contract monitor during any time interval when the PBCFR Task Force has been placed on Alert status or has been Activated.
- 13.5 The obligations of Affiliated Personnel set forth in this Agreement are non-delegable and may not be assigned or subcontracted to or assumed by any other person without the prior written consent of the County. The County and the Affiliated Personnel each binds itself and its successors and assigns to the other party in respect to all provisions of the Agreement. Neither the County nor the Affiliated Personnel shall assign, sublet, convey or transfer its interest in the Agreement without the prior written consent of the other.
- 13.6 Except and to the extent federal law controls, this Agreement shall be construed and enforced, as between the parties, according to the laws of the State of Florida. Affiliated Personnel shall not engage in any conduct or activity in the performance of this Agreement or in their participation with the PBCFR Task Force that constitutes a conflict of interest under applicable federal, state and local law, rules and regulations.
- 13.7 Each party shall at all times observe and comply with all applicable federal, state and local laws.
- 13.8 Indemnification. Affiliated personnel shall protect, defend, reimburse, indemnify and hold harmless the County, its agents, employees and elected officers, from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs whether at trial or appellate levels or otherwise, arising during and as a result of the Affiliated Personnel's performance of the terms of this Agreement or due to the acts or omissions of Affiliated Personnel.

13.9 Caption. Titles and section headings are for convenience only and are not a part of the parties' Agreement.

13.10 Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, 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 extent permitted by law.

13.11 Law and venue; Remedies; No third party beneficiaries. This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein 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 given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or Affiliated Personnel.

13.12 The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Affiliated Personnel. The Affiliated Personnel shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Affiliated Personnel authorized to use the County's Tax Exemption Number in securing such materials. The Affiliated Personnel shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

14.0 Notices

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the County, notices shall be addressed to:

As to County:
Fire Rescue Administrator
Palm Beach County Fire Rescue
405 Pike Road
West Palm Beach, Florida 33411

With a Copy to: County Attorney
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401

Affiliate Personnel: _____

Fax: _____
Phone: _____

Each party may change its address upon notice to the other parties.

15.0 REPRESENTATIVE AND CONTRACT MONITOR The County representative and contract monitor during the performance of this Agreement shall be the Fire Rescue Administrator, whose telephone number is (561) 616-7000. The Affiliated Personnel representative and contract monitor during the performance of this Agreement shall be (_____) whose telephone number is (_____).

16.0 AVAILABILITY OF FUNDS The County's obligations under this Agreement for the current and subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners, and may be subject to the availability of funds received from FEMA, the State or other funding sources.

17.0 CONFLICT OF INTEREST The Affiliated Personnel represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in chapter 112, part III, Florida Statutes, and the Palm Beach County Code of Ethics, as may be amended. The Affiliated Personnel further represents that no person having any such conflict of interest shall be employed for said performance of services. The Affiliated Personnel shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the Affiliated Personnel's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Affiliated Personnel may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Affiliated Personnel. The County agrees to notify the Affiliated Personnel of its opinion by certified mail within thirty (30) days of receipt of notification by the Affiliated Personnel. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Affiliated Personnel, the County shall so state in the notification and the Affiliated Personnel shall, 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 County by the Affiliated Personnel under the terms of this Agreement.

18.0 Independent Contractor Relationship The Affiliated Personnel is, and shall be, in the performance of all work, services and activities under this Agreement, an independent

contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Affiliated Personnel's sole direction, supervision, and control. The Affiliated Personnel shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Affiliated Personnel's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County. The Affiliated Personnel does not have the power or authority to bind the County in any promise, agreement or representation.

19.0 PUBLIC RECORDS Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, as may be amended, if the Affiliated Personnel: (i) provides a service; and (ii) acts on behalf of the County as provided under section 119.011(2), Florida Statutes, as may be amended, the Affiliated Personnel shall comply with the requirements of section 119.0701, Florida Statutes, as may be amended. The Affiliated Personnel is specifically required to: A. Keep and maintain public records required by the County to perform services as provided under this Agreement. B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law. The Affiliated Personnel further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time. C. Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the Affiliated Personnel does not transfer the records to the public agency. D. Upon completion of the Agreement, the Affiliated Personnel shall transfer, at no cost to the County, all public records in possession of the Affiliated Personnel unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Affiliated Personnel transfers all public records to the County upon completion of the Agreement, the Affiliated Personnel shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the Affiliated Personnel keeps and maintains public records upon completion of the Agreement, the Affiliated Personnel shall meet all applicable requirements for retaining public records. All records stored electronically by the Affiliated Personnel must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County. Failure of the Affiliated Personnel to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Affiliated Personnel acknowledges that it has familiarized itself with the requirements of chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AFFILIATED PERSONNEL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AFFILIATED PERSONNEL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY EMAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

- 20.0 E-VERIFY - EMPLOYMENT ELIGIBILITY Affiliated Personnel warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Affiliated Personnel's subcontractors performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers. Affiliated Personnel shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(f), Florida Statutes, as may be amended. Affiliated Personnel shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period. County shall terminate this Agreement if it has a good faith belief that Affiliated Personnel has knowingly violated section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that Affiliated Personnel's subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify Affiliated Personnel to terminate its contract with the subcontractor and Affiliated Personnel shall immediately terminate its contract with the subcontractor. If County terminates this Agreement pursuant to the above, Affiliated Personnel shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, Affiliated Personnel shall also be liable for any additional costs incurred by County as a result of the termination.
- 21.0 Affiliated Personnel warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Affiliated Personnel has executed Appendix H - Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference
- 22.0 Office of the Inspector General. The Affiliated Personnel shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The County shall have access to such books, records, and documents

as required in this article for the purpose of inspection or audit during normal business hours, at the Affiliated Personnel's place of business.

The COUNTY has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

- 23.0 The Affiliated Personnel shall deliver to the County's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Agreement.

To the extent allowed by chapter 119, Florida Statutes, as may be amended, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County or at its expense will be kept confidential by the Affiliated Personnel and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed or purchased under this Agreement for or at the County's expense shall be and remain the County's property and may be reproduced and reused at the discretion of the County.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, sections 2-421 - 2-440, as may be amended

- 24.0 Nondiscrimination:

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Affiliated Personnel warrants and represents that throughout the term of the Agreement, including any

renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the Affiliated Personnel represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the Affiliated Personnel shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Affiliated Personnel retaliate against any person for reporting instances of such discrimination. The Affiliated Personnel shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Affiliated Personnel understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Affiliated Personnel shall include this language in its subcontracts.

25.0 Discriminatory Vendor List: An entity or affiliate who has been placed on the discriminatory vendor list may not: obtain a order/contract to provide goods or services to a public entity; construct or repair of a public building or public work; lease real property to a public entity; award or perform work as a vendor, supplier, or consultant under contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

26.0 Public Entity Crimes.: F.S. 287.133 requires Palm Beach County to notify all vendors of the following: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not obtain an order/contract to provide goods or services to a public entity, or for the construction or repair of a public building or public work, may not lease real property to a public entity, may not be awarded or perform work as a vendor, supplier, or consultant under a contract with any public entity, and may not

transact business with any public entity in excess of the threshold amount provided in CATEGORY TWO of section 287.017, Florida Statutes, for a period of 36 months from the date of being placed on the convicted vendor list.

As provided in Sections 287.132-133, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance hereof, the Affiliated Personnel certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, 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 hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

27.0 SCRUTINIZED COMPANIES

A. As provided in Section 287.135, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance hereof, the Affiliated Personnel certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to Section 215.4725, Florida Statutes, as may be amended. Pursuant to Section 287.135(3)(b), Florida Statutes, as may be amended, if Affiliated Personnel is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the County.

B. When contract value is greater than \$1 million: As provided in Section 287.135, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance hereof, the Affiliated Personnel certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in Iran Terrorism Sector List created pursuant to Section 215.473, Florida Statutes, as may be amended, or is engaged in business operations in Cuba or Syria. Pursuant to Section 287.135(3)(a), Florida Statutes, as may be amended, if Affiliated Personnel is found to have been placed on the Scrutinized Companies With Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Agreement may be terminated at the option of the County.

If the County determines, using credible information available to the public, that a false certification has been submitted by Affiliated Personnel, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes, as may be amended. Said certification must also be submitted at the time of Agreement renewal, if applicable.

28.0 DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN.

Pursuant to Section 286.101, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the Affiliated Personnel certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

29.0 Entirety of Contractual Agreement

The County and Affiliated Personnel agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

30.0 Criminal History Records Check. The Affiliated Personnel, Affiliated Personnel's employees, subcontractors of Affiliated Personnel, and employees of subcontractors shall comply with Palm Beach County Code, sections 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), as may be amended, for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolutions R2013-1470 and R2015-0572, as may be amended. The Affiliated Personnel, is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the Affiliated Personnel, acknowledges that its contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County. This Agreement may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. County staff representing the County department will contact the Affiliated Personnel(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The Affiliated Personnel shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the Agreement and return them to the County. If the Affiliated Personnel or its subcontractor(s) terminates an employee who has been issued a badge, the Affiliated Personnel must notify the County within two (2) hours. At the time of termination, the Affiliated Personnel shall retrieve the badge and shall return it to the County in a timely manner. The County reserves the right to suspend the Affiliated Personnel if the Affiliated Personnel; 1) does not comply with the requirements of County Code sections 2-371 - 2-377, as may be amended; 2) does not contact the County regarding a terminated Affiliated Personnel employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

31.0 Each party represents to the other: that the party has fully read and understood all of the provisions of this Agreement including the Appendices and other attachments, if any; that the party has secured and considered such legal advice and other expert counsel as the party deemed necessary and advisable for these purposes; and that in agreeing to execute and become a signatory to this Agreement the party has deemed itself adequately informed and advised as to all of the risks assumed and obligations undertaken pursuant to this Agreement.

This Agreement, including the Appendices and attachments, constitutes the entire agreement between the parties and it supersedes any prior agreements on this matter.

32.0 Survivability. Any provision of this Agreement that is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the term of this Agreement, shall survive the expiration or earlier termination of this Agreement.

33.0 HIPAA. Affiliated Personnel must receive HIPAA training through Palm Beach County Fire Rescue, and must enter into and maintain a HIPAA Business Associate Agreement with the County, attached hereto as Appendix I and incorporated herein.

34.0 Regulations; Licensing Requirements. Affiliated Personnel shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. Affiliated Personnel is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services provided.

35.0 Counterparts. This Agreement, including the appendices and exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The County may execute the Agreement through electronic or manual means. Affiliated Personnel shall execute by manual means only, unless the County provides otherwise.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the undersigned parties made and executed this Agreement on the day and year first written above.

ATTEST:

**PALM BEACH COUNTY, FLORIDA,
BY ITS BOARD OF COUNTY
COMMISSIONERS**

By: _____
Witness

By: _____
Name, Title

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____
County Attorney

By: _____
Fire Rescue

WITNESSES:

AFFILIATED PERSONNEL

(Signature)

By: _____
NAME

Name (print or type)

Title

(Signature)

Name (print or type)

Appendix "A"

Qualifications

Canine Search Specialist

- Have a current Foundation Skills Assessment (FSA) certification for FEMA Canine Search Specialist or equivalent with their canine.

Medical Team Manager

- Florida Licensed physician in good standing who is emergency medicine residency-trained and/or Board-certified in Emergency Medicine and actively practicing clinical emergency medicine and having experience with pre-hospital medical care;

– OR –

- Must be a currently Florida licensed Physician in good standing with current ACLS, ATLS, and PALS certification (or equivalent) whose medical activities include clinical medicine and/or pre-hospital care;

Structures Specialist

- Have successfully completed the FEMA Structural Specialist Course (StS1), facilitated by the US Army Corps of Engineers (USACE) and be duly Certified (no equal).
- Minimum of 5 years of experience in structural design and analysis to include evaluation of existing structures, field investigation or construction observation/inspection experience.

Appendix "B"
Training Requirements

Canine Search Specialist

- FEMA Incident Command System (ICS) 100, 200, 700 and 800
- Complete the FEMA National US&R Response System Canine Search Specialist course, or equivalent.
- Basic First Aid (or higher) level of emergency medical training (First Responder, EMT or Paramedic)
- Cardiopulmonary Resuscitation certification (CPR)/ BLS Care Provider certification
- Have and maintain a valid Florida Driver's License.
- Have and maintain personal health insurance.
- Minimum of Awareness Level training in:
 - Critical Incident Stress Management (CISM)
 - IS-5.A: An Introduction to Hazardous Materials
 - OSHA blood-borne pathogen training
- Training or certification of NFPA 1670 Structural Collapse preferred.
- Complete annually IS-33.19: FEMA Initial Ethics Orientation

Medical Team Manager

- FEMA Incident Command System (ICS) 100, 200, 700 and 800
- Complete the FEMA National US&R Response System Medical Team Training course, or equivalent; and
- Complete the FEMA ICS-300 course in accordance with the NIMS Training Program.
- Have and maintain a valid Florida Driver's License.
- Have and maintain personal health insurance.
- Minimum of Awareness Level training in:
 - Critical Incident Stress Management (CISM)
 - IS-5.A: An Introduction to Hazardous Materials
 - OSHA blood-borne pathogen training
- Training or certification of NFPA 1670 Structural Collapse preferred.
- Complete annually IS-33.19: FEMA Initial Ethics Orientation

Structures Specialist

- FEMA Incident Command System (ICS) 100, 200, 700 and 800
- Basic First Aid (or higher) level of emergency medical training (First Responder, EMT or Paramedic)
- Cardiopulmonary Resuscitation certification (CPR)/ BLS Care Provider certification
- Have and maintain a valid Florida Driver's License.
- Have and maintain personal health insurance.
- Minimum of Awareness Level training in:
 - Critical Incident Stress Management (CISM)
 - IS-5.A: An Introduction to Hazardous Materials
 - OSHA blood-borne pathogen training
- Training or certification of NFPA 1670 Structural Collapse preferred.
- Complete annually IS-33.19: FEMA Initial Ethics Orientation

Appendix "C"
Position Description

Canine Search Specialist

Position availability: As needed, see below for more information

Category: Public Safety

Reports to: Search Team Manager

Purpose:

In the event of a man-made or natural disaster, this role would deploy as part of the PBCFR Task Force to the affected area to provide expertise and supervision of canine search functions. Each Canine Search Specialist is primarily responsible for supporting the Search function with their canine resource. Each Canine Search Specialist is responsible for the care and welfare of their canine during mission deployment. The Canine Search Specialist is listed in guidelines as set by the State of Florida USAR System as a critical role to enable the PBCFR Task Force to deploy as a Type III Urban Search and Rescue Team. Two Canine Search Specialists are necessary to fulfill the roster obligation for deployment of a Type III Urban Search and Rescue Team. This position reports to the Search Team Manager.

Expected Duties:

Searching disaster environments and locations indicated in the mission assignment, using appropriate canine search equipment and techniques; Documenting results of the canine search, including locations of alerts, and routing them appropriately; Understanding and accurately interpreting the canine's behavior, including knowledge of the capabilities and limitations of search canines; Care and welfare of the canine, including assisting the Medical Team in the canine's medical care; and Performing additional tasks or duties as assigned.

This position is on an as-needed basis and requires a service agreement with Palm Beach County. This position will likely deploy as an asset to complement the deployment requirements of Palm Beach County Urban Search and Rescue Team.

Medical Team Manager

Position availability: As needed, see below for more information

Category: Public Safety

Reports to: Task Force Leader

Authority: Palm Beach County Fire Rescue Medical Director

Purpose:

In the event of a man-made or natural disaster, this role would deploy as part of the PBCFR Task Force to the affected area to provide expertise and supervision of all medical functions. They would also provide oversight to all Medical Specialists, providing guidance, policy and procedure for all Medical functions for the PBCFR Task Force. This position would also provide expertise for determining medical plans in coordination with the Task Force Leader and Planning Manager. In performing such duties, the Medical Specialist shall be under the authority and direction of

PBCFR's Medical Director, and comply with any applicable PBCFR patient care protocols. The Medical Team Manager is listed in guidelines as set by the State of Florida USAR System as a critical role to enable the PBCFR Task Force to deploy as a Type III Urban Search and Rescue Team. One Medical Team Manager is necessary to fulfill the roster obligation for deployment of a Type III Urban Search and Rescue Team. This position reports to the Task Force Leader.

Expected Duties:

Developing and implementing the medical component of the Task Force Tactical Action Plan; Directly supervising the Medical Specialists; Assisting in the development of the Safety Plan in coordination with the US&R Resource Safety Officer and the US&R Resource Hazardous Materials Manager; Coordinating, managing, and supervising all medical activities; Determining the medical organizational and logistics needs; Receiving briefings and situation reports and ensuring that all medical personnel are kept informed of status changes; Providing situation reports and maintaining records and reports; Directing medical care delivery to US&R Resource personnel, search dogs, and victims; Ensuring a continuum of medical care and coordinating interaction with all appropriate outside medical entities; Ensuring accountability, maintenance, and minor repairs for all issued equipment; and Performing additional tasks or duties as assigned. In performing such duties, the Medical Specialist shall be under the authority and direction of PBCFR's Medical Director, and comply with any applicable PBCFR patient care protocols.

This position is on an as-needed basis and requires a service agreement with Palm Beach County. This position will likely deploy as an asset to complement the deployment requirements of Palm Beach County Urban Search and Rescue Team.

Structures Specialist

Position availability: As needed, see below for more information

Category: Public Safety

Reports to: Task Force Leader

Purpose:

In the event of a man-made or natural disaster, this role would deploy as part of the PBCFR Task Force to the affected area to provide expertise and supervision of evaluating damaged structures. They would also provide oversight on the stabilization of structures during the rescue process. This position would also provide expertise for determining rescue plans in coordination with the Task Force Leader and Rescue Manager. The Structures Specialist is listed in guidelines as set by the State of Florida USAR System as a critical role to enable the PBCFR Task Force to deploy as a Type III Urban Search and Rescue Team. One Structures Specialist is necessary to fulfill the roster obligation for deployment of a Type III Urban Search and Rescue Team. This position reports to the Task Force Leader.

Expected Duties:

Responds in whole or as part of a team resource to incidents that involve structural integrity compromise that endangers the public; Performs structural component and building integrity size-

up; Assists with Structural Triage for rescue purposes; Determines needs for shoring and securing buildings or structures if compromise to integrity exists; Supervises/consults emergency shoring operations performed by fire department and/or urban search and rescue personnel as necessary to ensure proper and appropriate shoring methods and procedures are performed; Coordinates and communicates structural related hazard mitigation; Provides direction to responding emergency personnel with regard to rigging and/or removal of structural building components; Other duties as necessary when not performing their primary role.

This position is on an as-needed basis and requires a service agreement with Palm Beach County. This position will likely deploy as an asset to complement the deployment requirements of Palm Beach County Urban Search and Rescue Team.

Appendix "D"
Licenses and Records

Canine Search Specialist

Certifications:

Affiliated Personnel are required to maintain FSA certification with their canine. Copies of current documentation shall be provided to the County; and copies of any renewals, suspensions, or other actions affecting such certification shall be provided to the County immediately upon receipt by Affiliated Personnel without the need for prior request by the County.

Activation Records:

During Activations, Affiliated Personnel are required to maintain a log of activity (ICS 214) with thorough record keeping as may be instructed by the County, State or Federal Government. Such records shall include, at a minimum, a list of the structures assessed with recommendations and dispositions. Records shall be shared with the designated officer as directed by the County, State or Federal Government, or based on the Incident Action Plan respective to the activation.

Training Records:

Affiliated Personnel will maintain personal records of all training activities completed and will maintain copies of training certificates obtained relevant to Task Force training functions, providing a copy to the County via the Task Force office within thirty (30) days following completion.

Other Records:

Affiliated Personnel shall maintain such other records, in addition to those set forth above, as may be directed by the County. Such records shall be in such format and contain such content as directed by the County and/or Task Force. Copies of all records shall be open to inspection by the County and copies of such records shall be provided to the County within ten (10) days of request by the County unless a longer or shorter period is specified by the County.

Medical Team Manager

Certifications:

Affiliated Personnel are required to maintain Florida licensing as a physician in good standing, and if applicable, current ACLS, ATLS, and PALS certifications. Copies of current documentation shall be provided to the County; and copies of any renewals, suspensions, or other actions affecting such certification shall be provided to the County immediately upon receipt by Affiliated Personnel without the need for prior request by the County.

Activation Records:

During Activations, Affiliated Personnel are required to maintain a log of activity (ICS 214) with thorough record keeping as may be instructed by the County, State or Federal Government. Such records shall include, at a minimum, documentation of any advanced medical care of a team

member . Records shall be shared with the designated officer as directed by the County, State or Federal Government, or based on the Incident Action Plan respective to the activation.

Training Records:

Affiliated Personnel will maintain personal records of all training activities completed and will maintain copies of training certificates obtained relevant to Task Force training functions, providing a copy to the County via the Task Force office within thirty (30) days following completion.

Other Records:

Affiliated Personnel shall maintain such other records, in addition to those set forth above, as may be directed by the County. Such records shall be in such format and contain such content as directed by the County and/or Task Force. Copies of all records shall be open to inspection by the County and copies of such records shall be provided to the County within ten (10) days of request by the County unless a longer or shorter period is specified by the County.

Structures Specialist

Certifications:

Affiliated Personnel are required to maintain a standard or Advanced Structures Specialist certification issued by FEMA or USACE and to provide a copy of a then current certificate evidencing currency to the County via the Task Force office. Copies and/or documentation of any renewals, suspensions, or other actions affecting such certification shall be provided to the County immediately upon receipt by Affiliated Personnel without the need for prior request by the County.

Activation Records:

During Activations, Affiliated Personnel are required to maintain a log of activity (ICS 214) with thorough record keeping as may be instructed by the County, State or Federal Government. Such records shall include, at a minimum, a list of the structures assessed with recommendations and dispositions. Records shall be shared with the designated officer as directed by the County, State or Federal Government, or based on the Incident Action Plan respective to the activation.

Training Records:

Affiliated Personnel will maintain personal records of all training activities completed and will maintain copies of training certificates obtained relevant to Task Force training functions, providing a copy to the County via the Task Force office within thirty (30) days following completion.

Other Records:

Affiliated Personnel shall maintain such other records, in addition to those set forth above, as may be directed by the County. Such records shall be in such format and contain such content as directed by the County and/or Task Force. Copies of all records shall be open to inspection by the County and copies of such records shall be provided to the County within ten (10) days of request by the County unless a longer or shorter period is specified by the County.

Appendix "E"

Code of Conduct

From the

Florida Fire Chiefs' Association Statewide Emergency Response Plan- Code of Conduct

GENERAL RESPONSIBILITIES

This Code of Conduct consists of the rules and standards governing the expected demeanor of members of agencies responding as part of the Statewide Emergency Response Plan. Each system member is both a representative of their response team and their Sponsoring Agency. Any violation of principles or adverse behavior demonstrated will be looked upon as unprofessional. Such behavior may discredit the good work that the resource completes and will reflect poorly on the entire team's performance and its Sponsoring Agency.

- It is the responsibility of the Sponsoring Agency to prepare its system members before deployment regarding conduct expectations. Each deployed member is bound by their sponsoring agency's rules, regulations, policies, and procedures.
- It is the responsibility of the FFCA Statewide Emergency Response Committee members or designee(s) to reinforce the Code of Conduct during all planning sessions, team meetings and briefings and to monitor compliance. Any violations must be documented, with appropriate follow-up action taken by the FFCA Statewide Emergency Response Committee, DSFM and the Sponsoring Agency.
- At no time during a mission will system members take personal advantage of any situation and/or opportunity that arises.
- It is the responsibility of each system member to abide by this Code of Conduct.

MEMBER RESPONSIBILITIES

- As a basic guide, system members will base all actions and decisions on the ethical, moral and legal consequences of those actions. It is in this manner that positive and beneficial outcome will prevail in all system events. Accordingly, system members will:
 - Keep the value of life and the welfare of the victim constantly in mind
 - Remain cognizant of cultural issues including race, religion, gender and nationality
 - Abide by all local law enforcement practices, including its policy regarding weapons
 - Abide by all regulations regarding the handling of sensitive information
 - Follow local regulations and agency protocols regarding medical care and handling of patients and/or deceased
 - Follow prescribed direction regarding dress code and personal protective equipment
 - Not carry firearms
 - Not be in possession of non-prescribed or illegal substances
 - Will not consume alcoholic beverages while on duty or subject to call
 - Only procure equipment through appropriate channels

- Follow AHJ and federal regulations or restrictions regarding taking and showing pictures of victims or structures
- Not remove property from an operational work site as a souvenir
- Not deface any property
- Transit only via approved roadways and not stray into restricted areas
- Demonstrate proper consideration for other teams' capabilities and operating practices
- Not accept gratuities to promote cooperation

APPENDIX "F"

TERMS AND CONDITIONS FOR FEDERALLY FUNDED GOODS OR SERVICES

Unless agreed to otherwise by Palm Beach County ("County"), the following Terms and Conditions are applicable to this order/contract for goods or services paid for or reimbursed with federal funds and entered into by and between the County and the Vendor/Contractor. The term "order/contract" as used below may collectively apply to an order or a contract.

VENDOR REGISTRATION

In order to do business with Palm Beach County, vendors are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>. It is the vendor's sole responsibility to routinely check VSS for any amendments that may be issued prior to the deadline for receipt of submissions. Palm Beach County shall not be responsible for the completeness of any solicitation that was not downloaded from VSS or obtained directly from the Purchasing Department.

1. LEGAL REQUIREMENTS

- a. **COMPLIANCE WITH LAWS AND CODES**: The vendor shall comply and be familiar with all federal, state and local laws, ordinances, programmatic requirements, and regulations applicable to the services contemplated herein or any related funding sources. Vendors are presumed to be and shall be familiar with all federal, state and local laws, ordinances, codes and regulations that may, in any way, affect the services offered, including, but not limited to Uniform Guidance (2 C.F.R. pt. 200). Lack of knowledge by the Vendor shall in no way be a cause for relief from responsibility. The vendor shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Vendor certifies that all products (materials, equipment, processes, or other items) meet all ANSI, NFPA, and all other Federal and State requirements. Vendor further certifies that the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the vendor.

Any toxic substance provided to the County as a result of this order/contract shall be accompanied by its Safety Data Sheet (SDS).

Unless otherwise provided by federal law, the Uniform Commercial Code (chapter 672, Florida Statutes) shall prevail as the basis for contractual obligations between the vendor and Palm Beach County for any terms and conditions not specifically stated otherwise.

- b. **DISCRIMINATION PROHIBITED**: Palm Beach County is committed to assuring equal opportunity in the award of orders/contracts and complies with all laws

prohibiting discrimination. Pursuant to Palm Beach County Resolution R- 2017-1770, as may be amended, the vendor warrants and represents that throughout the term of the contract, including any renewals thereof, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered a default of contract.

Vendor shall comply with all applicable Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§16811683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) Rehabilitation Act of 1973 any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application. Vendor shall comply with the Drug Free Workforce Act of 1988.

Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this Order/Contract and may result in termination of this Order/Contract, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this language in its sub-contracts. If subcontracts are to be let, the Vendor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus firms are used when possible.

- c. **NON-COLLUSION:** Vendor certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act that may result in unfair advantage for one or more vendors over other vendors. Conviction for the Commission of any fraud or act of collusion in connection with any sale, quote, quotation, proposal or other act incident to doing business with Palm Beach County may result in permanent debarment.

No premiums, rebates or gratuities are permitted, either with, prior to, or after any delivery of material or provision of services. Any such violation may result in award

cancellation, return of materials, discontinuation of services, and removal from the vendor list(s), and/or debarment or suspension from doing business with Palm Beach County.

- d. **INDEMNIFICATION OF FUNDING ENTITIES:** Contractor agrees to indemnify and hold harmless the State of Florida, the Federal Government and its agencies (including but not limited to the Federal Emergency Management Agency (“FEMA”)) and the County, and their officers, agents, employees and elected officials, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including attorneys’ fees for trial and appeal, and for the preparation of same arising out of the Contractor’s, its officers’, agents’, employees’ and subcontractors’ acts or omissions associated with this Contract. Further, vendor shall hold County harmless and indemnify County for any funds that the County is obligated to refund the Federal Government, or other funding source, arising out of the conduct, activities or administration of the contract by the vendor.
- e. **PUBLIC RECORDS, ACCESS, AUDITS AND RETENTION:** The vendor agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to the Contract/Order which have been created as a part of the vendor’s services or authorized by the County as a reimbursable expense, whether generated directly by the vendor, or by or in conjunction or consultation with any other party whether or not a party to the Contract/Order, whether or not in privity of contract/order with the County or the vendor, and wherever located shall be the property of the County.

Any material submitted by vendor in response to this solicitation and/or as part of this Contract/Order is considered a public document in accordance with section 119.07, Florida Statutes. All submitted information that the responding vendor believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in sections 119.07 and 812.081, Florida Statutes) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential.

Vendor shall provide the County with an annual financial audit report that meets the requirements of sections 11.45 and 216.349, Florida Statutes, and chapter 10.550 and 10.600, Rules of the Auditor General, and, to the extent applicable, the Single Audit Act of 1984, 31 U.S.C. §§ 7501-7507, and the related provisions of the Uniform Guidance, 2 C.F.R. §200.303 regarding internal controls, 2 C.F.R. §§ 200.330-200.332 regarding subrecipient monitoring and management, and 2 C.F.R pt. 200, Subpart F regarding audit requirements. Any party receiving such funds shall comply with said provisions, and shall fully cooperate with any other party’s compliance with said provisions.

- f. **INCORPORATION, PRECEDENCE, AND JURISDICTION:** This term and condition shall be included and incorporated in the awarded order/contract. Any and all legal action necessary to enforce the awarded order/contract shall be governed by the

laws of the State of Florida. Any legal action necessary to enforce the awarded order/contract shall be in a court of competent jurisdiction located in Palm Beach County.

The order of legal precedence is as follows: Laws passed by Congress, which are codified in provisions of the United States Code (U.S.C.) applicable to the funding source for this order/contract; Rules or regulations adopted by a federal agency, which are codified in the Code of Federal Regulations (C.F.R.) and applicable to the funding source for this order/contract; the federal award or funding document for this order/contract; the Uniform Guidance, inclusive of 2C.F.R. §§ 200.317 – 200.326; Palm Beach County Code Sections 2-51 – 2-58; and, order/contract.

- g. LEGAL EXPENSES:** The County shall not be liable to a vendor for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of the order/contract, or from any other matter generated by or relating to the order/contract.
- h. NO THIRD PARTY BENEFICIARIES:** No provision of the order/contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to the order/contract, including but not limited to any citizen or employees of the County and/or vendor.
- i. REGULATIONS:** The Vendor shall comply with all federal, state and local laws, ordinances and regulations, applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion, and any related funding sources. The Vendor is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the goods/services offered, and any related funding sources and any other applicable federal requirements now in effect or imposed in the future. Vendor shall insert the substance of this clause in all subcontracts and other contractual instruments.
- j. CONFLICT OF INTEREST:** The vendor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in a manner with the performance or services required hereunder, as provided for in chapter 112, Part III, Florida Statutes and the Palm Beach County Code of Ethics, Sections 2-441 through 2- 448 of the Palm Beach County Code. All vendors shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the vendor's firm or any of its branches. The County's Code of Ethics, which applies to all County officials and employees, shall serve as the County's conflict of interest policy for federal awards.

2. CONTRACT ADMINISTRATION

- a. PERFORMANCE DURING EMERGENCY:** The vendor agrees and promises that, immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, Palm Beach County shall be given "first priority" for all goods and/or services under the order/contract. Vendor agrees to provide all goods and/or

services to Palm Beach County immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this solicitation and/or order/contract on a "first priority" basis. Vendor shall furnish a 24-hour phone number to the County. Failure to provide the goods and/or services to the County on a first priority basis immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute breach of contract and subject the vendor to sanctions from doing further business with the County.

- b. **FEDERAL AND STATE TAX:** Palm Beach County is exempt from Federal and State taxes.

- c. **DEFAULT AND TERMINATION FOR CAUSE:** The County may, by written notice of default to the vendor, terminate the contract in whole or in part if the vendor fails to satisfactorily perform any provisions of this order/contract, or fails to make progress so as to endanger performance under the terms and conditions of this order/contract, or provides repeated non-performance. In the event the County terminates the contract in whole or in part because of default of the vendor, the County may procure goods and/or services similar to those terminated, and the vendor shall be liable for any excess costs incurred due to this action. If it is determined that the vendor was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the vendor), the rights and obligations of the parties shall be those provided in Section 2d, "Termination for Convenience".

- d. **TERMINATION FOR CONVENIENCE:** The Director of Purchasing may, whenever the interests of the County so require, terminate the contract, in whole or in part, for the convenience of the County. The Director of Purchasing shall give written notice of termination to the vendor, specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the vendor has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the notice of termination, the vendor shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the vendor shall terminate outstanding orders and/or subcontracts related to the terminated work.

- e. **REMEDIES:** No remedy herein 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 given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

- f. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS**: Pursuant to Palm Beach County Code, Sections 2-421–2-440, as amended, Palm Beach County’s Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General’s authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Sections 2-421–2-440, and punished pursuant to section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.
- g. **ENDORSEMENTS**: No endorsements by the County of the goods and/or services will be used by the vendor in any way, manner or form.
- h. **DRUG-FREE WORKPLACE**: The Vendor shall implement and maintain a drug-free workplace program of at least the following items:
- I. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 - II. Inform employees about the dangers of drug abuse in the workplace, the Vendor’s policy of maintaining a drug- free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
 - III. Give each employee engaged in providing the services that are under contract a copy of the statement specified in Item Number 1 above.
 - IV. In the statement specified in Item Number 1 above, notify the employees that, as a condition of providing the services that are under order/contract, the employee will abide by the terms of the statement and will notify the Vendor of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
 - V. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, for any employee who is so convicted or so pleads.
 - VI. Make a good faith effort to continue to maintain a drug-free workplace

through implementation of section 287.087, Florida Statutes.

3. **FEDERAL TERMS AND CONDITIONS:**

a. **FEDERAL CONTRACT WORK HOURS AND SAFETY ACT (Applies to all procurements over \$100,000 that involve employment of mechanics, laborers and construction work. This does not apply to the purchase of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence):**

Vendor shall comply with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. pt. 5). Specifically, each vendor must be required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half (1½) times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

I. **Overtime requirements.** No Vendor or subconsultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

II. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph T.I.1) of this section, the vendor and any subconsultant responsible therefor shall be liable for the unpaid wages. In addition, such vendor and subconsultant shall be liable to the United States (in the case the work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchman and guards, employed in violation of the clause set forth in paragraph T.I.1) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph T.I.1) of this section.

III. **Withholding for unpaid wages and liquidated damages.** The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the vendor or subconsultant under any such contract or any other federal contract with the same prime vendor, or any other federally assisted contract subject to the Contract Work Hours and Safety

Standards Act, which is held by the same Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such vendor or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph T.I.2) of this section.

- IV. **Subcontracts.** The Vendor or subconsultant shall insert in any subcontracts the clauses set forth in paragraph T.I.1) through 6) of this section and also a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The Vendor shall be responsible for compliance by any subconsultant or lower tier subcontractor with the clauses set forth in paragraphs T.I.1) through 6) of this section.
- V. The vendor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- VI. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

- b. **SCIENTIFIC RESEARCH AND DEVELOPMENT AND COPYRIGHT AND PATENT RIGHTS:** Those orders/contracts providing federal funds in support of scientific research and development must comply with the requirements of 37 C.F.R. pt. 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

County shall be the exclusive owner of any patent rights arising as a result of any discovery or invention that arises or is developed in the course of or under this order/contract. The County shall hold the copyright to works produced or purchased under this order/contract. The Federal Government holds a royalty-free, non-exclusive and irrevocable license to produce, publish, or to otherwise authorize others to use, for Federal Government purposes, copyrighted material that was developed under a Federal award or purchased under a Federal award.

- c. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT, AS AMENDED (For orders/contracts greater than \$100,000):**

- I. The vendor 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.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.).
- II. The vendor agrees to report each violation to the County, and understands and agrees that the County will, in turn, report each violation as required by the federal awarding agency and the appropriate Environmental Protection Agency Regional Office.
- III. The vendor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance money.

d. BYRD ANTI-LOBBYING AMENDMENT FOR PROCUREMENTS VALUED AT OR ABOVE \$100,000 (Certification Required):

Vendors and subcontractors shall comply with the requirements of Appendix II to 2 CFR Part 200 regarding lobbying activities related to federal grants and contracts. Vendors who apply 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 and 31 C.F.R. pt. 21. 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 vendor. Upon request, vendor agrees to provide the County with a completed certificate titled Byrd Anti-Lobbying Amendment and subsequent certification(s) for it and/or its suppliers, subcontractors and sub-consultants after Contract award. Vendor shall include such requirement in writing in its subcontracts.

e. DEBARMENT AND SUSPENSION (Certification Required): A completed "Certification Regarding Debarment and Suspension" is required prior to award. Upon request, the vendor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

- I. This contract is a covered transaction for purposes of 2 C.F.R. pt. 3000, 2 C.F.R. pt. 180, subpart C, and 31 C.F.R. pt. 19, subpart C. As such the vendor is required to verify that none of the vendor, 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).
- II. The vendor must comply with 2 C.F.R. pt. 3000, 2 C.F.R. pt. 180, subpart C, and 31 C.F.R. pt. 19, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- III. This certification is a material representation of fact relied upon by County and the State. If it is later determined that the vendor did not comply with 2 C.F.R. pt. 3000, 2 C.F.R. pt. 180, subpart C, and 31 C.F.R. pt. 19, subpart C, in addition to remedies available to the Federal Government, the State and County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- IV. The vendor must comply with the requirements of 2 C.F.R. pt. 3000, 2 C.F.R. pt. 180, subpart C, and 31 C.F.R. pt. 19, subpart C, while this order/contract is valid. The vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to vendor of this Certification completed by its suppliers, subcontractors and subconsultants.

f. **PROCUREMENT OF RECOVERED MATERIALS (FOR GOODS VALUED ABOVE \$10,000):** In the performance of this contract/order, the vendor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- I. Competitively within a timeframe providing for compliance with the contract performance schedule;
- II. Meeting contract performance requirements; or
- III. At a reasonable price.

Information about this requirement along with a list of EPA-designated items is available at the EPA's Comprehensive Procurement Guidelines web site: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

The vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

g. **AMERICANS WITH DISABILITIES (ADA):** The Vendor shall meet all the requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

h. **PROGRAM FRAUD AND FALSE OR FRADULENT OR RELATED ACTS:** (31 U.S.C. chapter 38). The vendor acknowledges that 31 U.S.C. chapter 38 (Administrative Remedies for False Claims and Statements) applies to the vendor's actions pertaining to this order/contract.

i. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (48 C.F.R. § 52.204-25): Prohibition on Contracting for Covered Telecommunications Equipment or Services.**

(a) Definitions:

- (1) **Backhaul** means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).
- (2) **Covered foreign country** means the People's Republic of China.
- (3) Covered telecommunications equipment or services means:
 - a) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
 - b) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - c) Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - d) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (4) **Interconnection arrangements** means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.
- (5) **Roaming** means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.
- (6) **Substantial or essential component** means any component necessary for the proper function or performance of a piece of equipment, system, or service.
- (7) **Telecommunications equipment or services** means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud servers.

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115- 232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the vendor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the U.S. Department of the Treasury to:

- (a) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (b) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (c) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (d) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit vendors from providing—

- (a) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (b) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (a) Covered telecommunications equipment or services that:
 - i. Are *not used* as a substantial or essential component of any system;
and
 - ii. Are *not used* as critical technology of any system.

- iii Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the vendor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the vendor is notified of such by a subcontractor at any tier or by any other source, the vendor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The vendor shall report the following information pursuant to paragraph (d)(1) of this clause:

(a) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(b) Within 10 business days of submitting the information in paragraph (d)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the vendor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) The vendor agrees and certifies that it and its subcontractors will comply with the prohibitions on covered telecommunications equipment and services in 2 C.F.R. 200.216

(f) **Subcontracts.** The vendor shall insert the substance of this clause, including this paragraph (f), in all subcontracts and other contractual instruments.

j. DOMESTIC PREFERENCE FOR PROCUREMENTS (2 C.F.R. § 200.322):

As appropriate, and to the extent consistent with law, the Vendor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause “Produced in the United States” means for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products means items and construction materials composed

in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; class, including optical fiber and lumber.

Vendor shall include this language in its subcontracts.

- k. **COMPLIANCE WITH FEDERAL LAWS.** This contract is being funded in whole or in part with federal funds awarded to the County by the U.S. Department of the Treasury. The Vendor shall comply with all applicable federal statutes, regulations, and executive orders. Vendor shall insert the substance of this clause in all subcontracts and other contractual instruments.
- l. **FEDERAL SYSTEM FOR AWARD MANAGEMENT:** A order/contract shall not be made to parties listed on the government-wide exclusions set forth in the System for Award Management (“SAM”) (found at www.sam.gov), which contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.
- m. **MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY:** Vendor is required to comply with mandatory standards and policies related to energy efficiency that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871) (42 U.S.C. § 6201).
- n. **FEDERAL CRIMINAL LAW/FALSE CLAIMS ACT:** The False Claims Act sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal government or causes another to submit a false claim to the government or knowingly makes a false record or statement to get a false claim paid by the government. 31 U.S.C. §§ 3729. For example, a false claim could include false billing documentation submitted by the County received from a vendor or subcontractor under the contract.

The vendor understands that making false statements or claims in connection with this contract is a violation of federal law, which may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

- o. **CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if applicable):** The County has made all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible pursuant to 2 C.F.R. §200.321 The vendor, if prime subcontracts are to be let, shall take the Affirmative Steps listed below in paragraphs 1) through 5) of this Section.

AFFIRMATIVE STEPS must include:

- l. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- II. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - III. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - IV. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - V. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- p. **FEDERAL RECORDS, ACCESS, AUDITS AND RETENTION:**
- I. Unless a longer period is required by law, vendor shall maintain all records pertaining to the procurement of the goods or services paid with federal funds for a period of five (5) years from the date of submission of the final expenditure report for the entire federal allocation or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity. The County shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, at the vendor's place of business. Exceptions include.
 - If any litigation, claim, or audit is started before the expiration of the five (5) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
 - When the County has received written notification to extend the records retention period from the federal awarding agency, agency for audit, oversight agency for audit, agency for indirect costs, or pass-through entity.
 - Records for equipment acquired with federal funds must be retained for five (5) years *after final disposition*.
 - When records are transferred to or maintained by the federal awarding agency or pass-through entity, the five (5) year retention requirement is *not* applicable to the County.
 - II. The following access to records requirements apply to this Contract:
 - The CONTRACTOR agrees to provide the COUNTY, the U.S. Treasury's Office of Inspector General, the U.S. Government Accountability Office or any of their authorized representative's, access to any books, documents, papers, and records (electronic or otherwise) of the CONTRACTOR which are directly pertinent to this Contract for the purposes of making audits, examinations,

excerpts, and transcriptions.

- The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- III. Grant reporting includes both financial and program reporting requirements. There are a variety of applicable federal, state and local laws, regulations, requirements, and policies setting forth various reporting requirements, including, but not limited to COUNTY policies and procedures, U.S. Department of the Treasury guidance and federal regulations such as Subpart D, Post Federal Award requirements, Standards for Financial and Program Management, 2 C.F.R. § 200.300 through 2 C.F.R. § 200.345. Performance reporting includes, but is not limited to, the status of the project, the status of the funds, key performance indicators.
 - IV. Notwithstanding the preceding, to the extent allowed by law for work performed related to a disaster event for which the County has applied for reimbursement or funding from FEMA, all records shall be retained for the longer of the period set forth above or five (5) years from the date of final closeout of the disaster by the federal agency.

q. **FEDERAL CONFLICT OF INTEREST AND GIFT POLICY:**

- I. **CONFLICT OF INTEREST:** Notwithstanding any provision of Section 2-443 of the Ethics Code, no employee, officer or agent of the County may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a *real or apparent* conflict of interest. Such a conflict of interest would arise when the employee, officer, agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, *has a financial or other interest in or may receive a tangible personal benefit from a vendor considered for a County contract.*

In addition, vendor shall disclose to County in writing all federal criminal law violations involving fraud, bribery or gratuity that potentially affect the award of this order/contract. Failure to make the required disclosures can result in withheld payments, award termination, suspension or debarment of the vendor.

- II. **ORGANIZATIONAL CONFLICT OF INTEREST:** The vendor shall not have activities or relationships (a) causing the vendor to be unable, or potentially unable, to render impartial assistance or advice to the County; (b) impairing the vendor's objectivity in performing the contract work; or (c) resulting in an unfair competitive advantage.
- III. **GIFT POLICY:** Notwithstanding any provision of the Ethics Code, no vendor who is a party to, or receives a benefit from, this order/contract shall offer a gratuity, favor, or anything of monetary value to any officer,

employee, or agent of the County. Further, no officer, employee, or agent of the County shall solicit or accept a gratuity, favor, or anything of monetary value from a vendor who is a party to, or receives a benefit from, this order/contract.

- r. **FEMA REQUIRED TERMS AND CONDITIONS:** In the event this order/contract is funded in whole or in part by the Federal Emergency Management Agency ("FEMA"), the following apply:
 - i. **DISASTER RECOVERY REFORM ACT:** In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the County and the Vendor acknowledge and agree that no language in this order/contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
 - ii. **CHANGES:** The Palm Beach County Director of Purchasing, by written notification to the vendor may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the order/contract. The vendor shall not amend any provision of the order/contract without written notification to the Director of Purchasing, and written acceptance from the Director of Purchasing or the Palm Beach County Board of County Commissioners.
 - iii. **SEAL, LOGO AND FLAGS:** The Vendor shall not use DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Vendor shall include this provision in any subcontract.
 - iv. **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 County, Vendor, or any other party pertaining to any matter resulting from this Contract.

- s. **DAVIS BACON ACT (For construction contracts in excess of Two Thousand Dollars (\$2000))** Vendors and its subcontractors shall comply with the Davis Bacon Act (40 USC 3141-3144 and 3146-3148) as supplemented by Department of Labor Regulations (29 C.F.R pt.5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)

- t. **EQUAL EMPLOYMENT OPPORTUNITY.** Contractor shall comply with the provisions of Section (C) of Appendix II of 2 CFR Part 200 entitled "Equal Employment Opportunity." Contractor and its subcontractors shall also comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). To the extent that such Orders and regulations apply and require the inclusion of any language into the Contract (including but not limited to the language contained in

41 CFR 60-1.4(b) and 60-4.3 if required), such language shall be deemed included and made a part of the Contract as if fully reproduced therein.

u. **ANTI-KICKBACK.** Contractor and its subcontractors shall comply with and shall take no action which would violate the Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3).

v. **REPORTING REQUIREMENTS; PATENT AND COPYRIGHTS.** Contractor and its subcontractors shall comply with and the Contract is subject to the requirements and regulations of FEMA, and the State of Florida, Department of Community Affairs, pertaining to:

- (i) reporting;
- (ii) patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Contract; and
- (iii) to copyrights and rights in data, applicable to contracts subject to payment or reimbursement from funding made pursuant to a Disaster Relief Funding Agreement (or similar agreement) with the County. The federal awarding agency (and, if applicable, any intermediary state agency) and the County and their agents and contractors shall have a royalty-free, nonexclusive, perpetual, fully paid, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for governmental purposes (i) the copyright in any work developed, and the patent in any inventions produced, under a grant, subgrant, or contract under a grant or subgrant, and (ii) any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support. The County, State of Florida, and federal government shall have the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award, and authorize others to receive, reproduce, publish or otherwise use such data for federal and other governmental purposes. Contractor is subject to applicable regulations governing patents and inventions, including governmentwide regulations issued by the Department of Commerce at 37 CFR Part 401.

Contractor agrees that all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida; and any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred to the State of Florida; provided however if Contractor has a pre-existing patent or copyright, the Contractor shall retain all rights and entitlements to that pre-existing patent or copyright unless the Contract provides otherwise. If any discovery or invention is developed in the course of or as a result of work or services performed under the Contract, or in any connected with it, Contractor shall refer the discovery or invention to the County for a determination whether the State of Florida will seek patent protection in the State's name. Any patent rights accruing under or in connection with the performance of this Contract are reserved to the State of Florida. If any books, manuals, films or other copyrightable materials are produced, the Contractor shall notify the County.

w. **ACCESS TO RECORDS.** Contractor shall permit access by the State of Florida, the County of Palm Beach, any requesting Federal agency, the Comptroller General of the United States, the Inspectors General, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purpose of making

audit, examination, excerpts, and transcriptions. This right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

x. FEES AND COMMISSIONS. Contractor warrants that it has not:

- (i) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration any company or person, other than bona fide personnel working solely for Contractor, to solicit or secure this Contract;
- (ii) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; and
- (iii) that it has not paid, or agreed to pay, or given or offered any fee, contribution, donation, commission, percentage, brokerage, consideration, gift, loan, or anything of value (Value) to any person, company, corporation, individual, organization or firm, other than bona fide personnel working solely for Contractor, in connection with, consideration for, or contingent upon, or resulting from the award or making of this Contract.

Contractor further warrants and agrees that no member of, or delegate to, the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom. It is understood and agreed to by Contractor that, for the breach or violation of this paragraph, the County shall have the right to immediately terminate this Contract without liability and at its sole discretion, and to deduct from the contract price, or to otherwise recover, the full amount of any Value.

y. SUBCONTRACTING; Payment to Subcontractors. Contractor shall self perform such percentage of the work related to a Disaster Event as may be required by the state or federal program providing reimbursement. With respect to all work under the Contract, Contractor shall pay each of its subcontractors, for all work satisfactorily performed within 30 days from receipt of payment from the County. Contractor further agrees to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County.

z. STATE AND FEDERAL LAW; INCLUSION IN SUBCONTRACTS. Contractor and its subcontractors (of all tiers) shall comply with and be bound by the provisions of all applicable federal, state and local laws, rules, regulations and licensing requirements governing the work performed hereunder, including but not limited to the provisions of 2 CFR Chapter II Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). In addition, Contractor and its subcontractors (of all tiers) shall comply with all laws, rules and regulations applicable to each program under which the County is eligible for funding for payment or reimbursement for work performed by the Contractor. In the event of any ambiguity or question by Contractor or any of its subcontractors of any tier regarding the program under which the County is or will be seeking payment or reimbursement for any work, Contractor shall immediately contact the County and request clarification from the County prior to proceeding with the work or authorizing a subcontractor to proceed with such work.

APPENDIX "G"

**Palm Beach County Fire Rescue Task Force
Rates of Pay per Hour**

Affiliated Personnel hourly rate of pay for services provided shall be: _____

The rates of pay set forth in this document will remain in effect until such time as the County provides written notice of any rate changes in an updated Appendix G. Any subsequent rate changes shall be effective as of the date set forth in the notice from the County of Palm Beach. All duty hours are to be documented on ICS 214.

Appendix H
NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of _____
(Affiliated Personnel) and attest that Affiliated Personnel does not use coercion for labor
or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true
and correct.

(signature of officer or representative)

(printed name and title of
officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online
notarization this, _____ day of _____, by _____.

Personally known OR produced identification .

Type of identification produced _____.

NOTARY PUBLIC

My Commission Expires:
State of Florida at large

(Notary Seal)

Appendix I
Business Associate Agreement
Between Covered Entity and Business Associate

This Business Associate Agreement (“Agreement”) between Palm Beach County, hereinafter referred to as “Covered Entity,” and _____, hereinafter referred to as “Business Associate,” is executed to ensure that Business Associate will appropriately safeguard protected health information (“PHI”) that is created, received, maintained, or transmitted on behalf of the Covered Entity in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended and any related regulations (“HIPAA”), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology for Economic and Clinical Health Act, as amended and any related regulations (the “HITECH Act”).

A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.
2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.
3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.
4. **Conflict.** This Agreement is hereby incorporated into all past, present and future agreements and relationships between Covered Entity and Business Associate pursuant to which PHI is created, maintained, received or transmitted by Business Associate from or on behalf of Covered Entity in any form or medium whatsoever. In the event of any conflict between the provisions of any such agreement or relationship and this Agreement, the provisions of this Business Associate Agreement shall prevail.

B. Obligations of Business Associate

Business Associate agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information (“e-PHI”) and implement appropriate physical, technical and administrative

safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;

3. Report in writing to the Covered Entity any use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breach of unsecured PHI (as defined in the HIPAA Breach Notification Rule) within three (3) business days of Business Associate's discovery of the security incident or breach. Business Associate will comply with all applicable provisions of the HIPAA Breach Notification Regulations found at 45 CFR §164.400 *et seq.* when making breach notification to the Covered Entity. The Covered Entity shall have sole control over the timing and method of breach notification to affected individual(s), the Department of Health and Human Services, and, if applicable, the media. Business Associate agrees that, if requested by the Covered Entity to do so, it will provide breach notification to affected individuals of any breach of unsecured PHI discovered by Business Associate. If requested by the Covered Entity to make breach notification to affected individuals, Business Associate shall comply with all applicable provisions of the HIPAA Breach Notification Regulations found at 45 CFR §164.400 *et seq.*, and any direction from the Covered Entity;
4. In accordance with 45 CFR §164.502(e)(1)(ii) and §164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information by requiring such subcontractors to sign an agreement with Business Associate that contains, at a minimum, the same provisions as this Agreement;
5. Make PHI in a designated record set available to the Covered Entity and to an individual who has a right of access in a manner that satisfies the Covered Entity's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;
6. Make any amendment(s) to PHI in a designated record set as directed by the Covered Entity, or take other measures necessary to satisfy the Covered Entity's obligations under 45 CFR §164.526;
7. Maintain and make available information required to provide an accounting of disclosures to the Covered Entity or an individual who has a right to an accounting within 60 days and as necessary to satisfy the Covered Entity's obligations under 45 CFR §164.528;
8. To the extent that Business Associate is to carry out any of the Covered Entity's obligations under the HIPAA Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to the Covered Entity when it carries out that obligation;

9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of the Covered Entity, available to the Secretary of the Department of Health and Human Services for purposes of determining Business Associate's and the Covered Entity's compliance with HIPAA and the HITECH Act;
10. Restrict the use or disclosure of PHI if the Covered Entity notifies Business Associate of any restriction on the use or disclosure of PHI that the Covered Entity has agreed to or is required to abide by under 45 CFR §164.522; and
11. If the Covered Entity is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Business Associate agrees to assist the Covered Entity in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of the Covered Entity's Identity Theft Prevention Program (if the Covered Entity is required to have a Program); (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of the Covered Entity agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting the Covered Entity of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to the Covered Entity of any threat of identity theft as a result of the incident.
12. If Palm Beach County is the Covered Entity, then Business Associate shall protect, defend, reimburse, indemnify and hold harmless the Covered Entity, its agents, employees and elected officers from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising as a result of a breach of unsecured PHI caused by any act or omission of Business Associate or arising from any other violation of HIPAA or the HITECH Act caused by any act or omission of Business Associate.

C. Permitted Uses and Disclosures by Business Associate

The specific uses and disclosures of PHI that may be made by Business Associate on behalf of the Covered Entity include any uses or disclosures of PHI permitted by HIPAA that are necessary to perform the services that Business Associate has been engaged to perform on behalf of the Covered Entity.

D. Termination

1. The Covered Entity may terminate this Agreement if the Covered Entity determines that Business Associate has violated a material term of the Agreement.
2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.
3. Upon termination of this Agreement for any reason, Business Associate shall return to the Covered Entity all PHI received from the Covered Entity, or created, maintained, or received by Business Associate on behalf of the Covered Entity that Business Associate still maintains in any form. To the extent permitted by law, Business Associate shall retain no copies of the PHI. If return is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures to those purposes that make the return of the PHI infeasible.

Agreed to this _____ day of _____, 20__.

COVERED ENTITY

PALM BEACH COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY
COMMISSIONERS

WITNESS:

Signature

By: _____
Reginald K. Duren, County HIPAA Privacy
Officer/Assistant County Administrator,
Through Verdenia C. Baker, County
Administrator

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____

APPROVED AS TO TERMS
AND CONDITIONS

By: _____

WITNESS:

Signature

Name

BUSINESS ASSOCIATE

By: _____
Signature

Name and Title

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____

APPROVED AS TO TERMS
AND CONDITIONS

By: _____