

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 10, 2018

☐

Consent

☒

Regular

☐

Ordinance

☐

Public Hearing

Department:

Department of Public Safety

Submitted By:

Department of Public Safety

Submitted For:

Division of Emergency Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: interlocal agreement with the Health Care District (HCD) of Palm Beach County to provide nursing staffing services to disaster relief shelters beginning July 10, 2018, and remaining in effect until May 31, 2023.

Summary: The HCD will provide nursing and medical assistant staffing services to the disaster relief shelters, which may include first aid to residents with minor health needs, health education, monitoring shelter environment for health issues, and other nursing care services. For any declared disaster, the HCD agreed to submit for reimbursement directly through the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program. Typically, FEMA’s share of eligible costs is 75%, unless a higher percentage is approved. Funding of the 25% nonfederal share of eligible costs is contingent upon the State of Florida future appropriations. Typically, the State contributes 12.5% of the nonfederal share. The County agrees to reimburse the HCD for the remaining share of the eligible staffing costs. In the event a disaster has not been declared, the County will reimburse the HCD for staff costs directly associated with HCD employees working at shelters. Overtime costs, at straight time pay and time and one-half pay, will be reimbursed following the HCD Compensation and Cost Policy for Essential Emergency or Disaster Employees. The County will not reimburse for the employees regularly scheduled salary. The agreement does not provide a disclosed amount for reimbursement due to the uncertainty of the level of impact a disaster can have on Palm Beach County. Countywide (LDC)

Background and Justification: After Hurricane Irma in 2017, Palm Beach County implemented various changes to our preparedness efforts and response for the sheltering program, which included the creation of a “strike team” at each disaster relief shelter. The strike team consists of paramedics, nurses, certified nursing assistants (CNA’s), and mental health professionals. HCD will provide nursing, and if needed, medical assistant care to all disaster relief shelters. An agreement was developed with the HCD to address this new nursing staffing model for any future opening of a disaster relief shelter. The remaining strike team staffing models have either already been implemented or require some additional time.

Attachment:
1) Interlocal Agreement with the Health Care District of Palm Beach County

Recommended by:



6/26/18

Department Director

Date

Approved By:



7/2/18

Assistant County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Personal Services	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Capital Expenditures	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
Net Fiscal Impact	<u>0*</u>	_____	_____	_____	_____

ADDITIONAL FTE

POSITIONS (Cumulative) 0 0 0 0 0

Is Item Included In Current Budget? Yes _____ No X

Does this item include the use of federal funds? Yes X No _____

Budget Account Exp No: Fund 0001 Dept. 760 Unit Disaster Unit Obj. 4900
Prog. _____

Rev No: Fund _____ Dept. _____ Unit _____ Rev. _____ Prog. _____

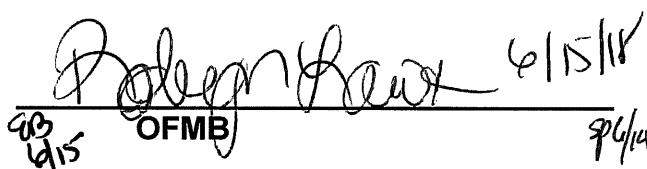
B. Recommended Sources of Funds/Summary of Fiscal Impact:

*The fiscal impact is undetermined at this time. The County will be responsible for reimbursing the HCD for the remaining share of the eligible staffing costs that are not reimbursed through FEMA or the State of Florida. These costs will be absorbed through the General Government operating budget during periods of activation. Typically, FEMA will fund 75%, the State will fund 12.5%, leaving the County responsible for the remaining 12.5% of all costs.

C. Departmental Fiscal Review:  6/14/18

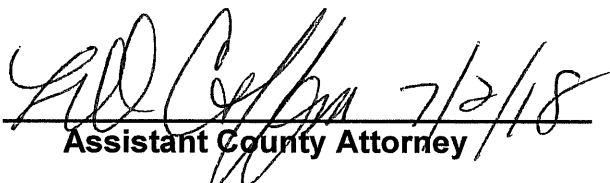
III. REVIEW COMMENTS

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

 6/15/18
 9/6/14 OFMB

 6/29/18
 6/29/18 Contract Dev. And Control

B. Legal Sufficiency:

 7/2/18
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

**INTERLOCAL AGREEMENT FOR
NURSING STAFFING SERVICES AT DISASTER RELIEF SHELTERS**

This Interlocal Agreement (hereinafter referred to as the “Agreement”), is made as of the __, _____, 2018, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the (“COUNTY”), and Health Care District of Palm Beach County, an independent special taxing district of the State of Florida subject to the terms of the Palm Beach County Health Care Act (Chapter 2003–326, Laws of Fla.) hereinafter referred to as the (“ENTITY”).

In consideration of the mutual promises contained herein, the COUNTY and the ENTITY agree as follows:

ARTICLE 1 - SERVICES

The ENTITY'S responsibility under this Agreement is to provide nursing staffing services and if needed medical assistant staffing services to disaster relief shelters, as more specifically set forth in the **Scope of Work** detailed in **Exhibit "A"** hereto.

The COUNTY'S representative/liaison during the performance of this Agreement shall be Mary Blakeney, telephone no. 561-712-6549.

The ENTITY’S representative/liaison during the performance of this Agreement shall be Karen Harris, telephone no. 561- 804-5923.

ARTICLE 2 - SCHEDULE

The term of this Agreement shall commence on the date of COUNTY execution and shall remain in effect until May 31, 2023.

ARTICLE 3 - REIMBURSEMENT

In the event a disaster has been declared, the ENTITY agrees to submit for reimbursement directly through the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program. Typically, FEMA’s share of eligible costs is 75%, unless a higher percentage is approved. Funding of the 25% nonfederal share of eligible costs is contingent upon the State of Florida future appropriations. Typically, the State contributes 12.5% of the nonfederal share. The COUNTY agrees to reimburse the ENTITY for the remaining share of the eligible staffing costs.

The COUNTY will reimburse the ENTITY upon submission of an invoice to Public Safety’s Finance Department that will include the Executed Disaster Relief Funding Agreement between the ENTITY and the State of Florida Division of Emergency Management, formal notification from FEMA of Project Worksheet (PW) approval, the PW, and proof of payment. Reimbursement requests will normally be paid within thirty (30) days following the COUNTY representative’s approval.

In the event a disaster has not been declared, the COUNTY agrees to reimburse the ENTITY for staff costs directly associated with ENTITY employees working at shelters. Overtime costs, at straight time pay and time and one-half pay, will be reimbursed following the ENTITY's Compensation and Cost Policy for Essential Emergency or Disaster Employees. The COUNTY will not reimburse for the employees regularly scheduled salary. The ENTITY will submit an invoice to Public Safety's Finance Department with supporting documentation that will include employee name, job title, status (exempt, non-exempt, bargaining unit), FT/PT, hourly rate, benefit rate breakdown, regular and overtime hours separately, copies of time sheets, and purpose of work. Reimbursement requests will normally be paid within thirty (30) days following the COUNTY representative's approval.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the ENTITY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the ENTITY'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside ENTITYs. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Agreement may be terminated by the ENTITY upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the ENTITY. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the ENTITY. Unless the ENTITY is in breach of this Agreement, the ENTITY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the ENTITY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The ENTITY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein under shall be performed by the ENTITY or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Nursing and medical assistant staffing services personnel shall mean the following but not limited to: Registered Nurses, Medical Assistants, Licensed Practical Nurses, Certified Nursing Assistants and other similarly situated medical professionals with current licenses and or certificates as the case may be and with not less than one (1) year of experience in respective field, with current CPR certification and qualified to perform the services set forth in **Exhibit "A", the Scope of Work**.

The ENTITY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the ENTITY'S personnel (and all Subcontractors), will comply with all COUNTY requirements governing conduct, safety and security while performing services pursuant to this Agreement.

ARTICLE 7 - SUBCONTRACTING (This Article Not Applicable)

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The ENTITY is encouraged to seek small business enterprises for participation in subcontracting opportunities.

If the ENTITY uses any subcontractors on this Contract, the following provisions of this Article shall apply:

- a. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the ENTITY shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.
- b. The Palm Beach County Board of County Commissioners has established a minimum goal for Small Business Enterprise participation of 15% on all County solicitations. The ENTITY shall use good faith efforts to hire or utilize an SBE when practicable under the circumstances.
- c. The ENTITY understands that each SBE firm utilized on this Agreement must be certified by Palm Beach County in order to be counted toward the SBE participation goal.
- d. The ENTITY shall provide the COUNTY with a copy of the ENTITY'S Agreement with any

SBE subcontractor or any other related documentation upon request for tracking of the SBE goal.

- e. Intentionally omitted
- f. The ENTITY agrees to maintain all relevant records and information related to the SBE subcontracting goal and to allow the COUNTY to inspect such records.

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY and the ENTITY are both exempt from payment of Florida State Sales and Use Taxes.

The ENTITY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

ARTICLE 9 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 – INSURANCE

Without waiving the right to sovereign immunity as provided by Section 768.28 Florida Statutes, ENTITY acknowledges to be self-insured for liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event ENTITY maintains third-party commercial liability in lieu of exclusive reliance of self-insurance under Section 768.28 Florida Statutes, ENTITY shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

The ENTITY agrees to maintain or to be self-insured for Worker’s Compensation & Employer’s Liability insurance in accordance with Florida Statute 440.

When requested, ENTITY shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable. Compliance with the foregoing requirements shall not relieve the ENTITY of its liability and obligations under this Agreement.

ARTICLE 11 – INDEMNIFICATION

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, ENTITY shall indemnify, defend and hold harmless COUNTY against any claims, actions, or damages arising out of ENTITY’s negligence in connection with the Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28.

ARTICLE 12 - LIABILITY

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

ARTICLE 13 - SUCCESSORS AND ASSIGNS

The COUNTY and the ENTITY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the ENTITY shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

ARTICLE 14 - REMEDIES

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 ENTITY.

ARTICLE 15 - CONFLICT OF INTEREST

The ENTITY 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. The ENTITY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The ENTITY 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 ENTITY'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 ENTITY 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 ENTITY. The COUNTY agrees to notify the ENTITY of its opinion by certified mail within thirty (30) days of receipt of notification by the ENTITY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the ENTITY, the COUNTY shall so state in the notification and the ENTITY 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 ENTITY under the terms of this Agreement.

ARTICLE 16 - EXCUSABLE DELAYS

The ENTITY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the ENTITY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the ENTITY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the ENTITY'S failure to perform was without it or its subcontractors fault or negligence, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 17 - ARREARS

The ENTITY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any Agreement, debt, obligation, judgment, lien, or any form of indebtedness. The ENTITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The ENTITY 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, 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 ENTITY 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 amended.

ARTICLE 19 - INDEPENDENT CONTRACTOR RELATIONSHIP

The ENTITY is, and shall be, in the performance of all work services and activities under this Contract, 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 Contract shall at all times, and in all places, be subject to the ENTITY'S sole direction, supervision, and control. The ENTITY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the ENTITY'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 ENTITY does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 20 - CONTINGENT FEES

The ENTITY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ENTITY to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the ENTITY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 21 - ACCESS AND AUDITS

The ENTITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the ENTITY'S place of business.

Palm Beach 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's authority includes but is not

limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the ENTITY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in 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.

ARTICLE 22 - NONDISCRIMINATION

The ENTITY warrants and represents that 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 and expression, or genetic information.

ARTICLE 23 - AUTHORITY TO PRACTICE

ENTITY agrees that all personnel provided under this Agreement to provide the services set forth in Exhibit “A” will be properly licensed.

ARTICLE 24 - 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.

ARTICLE 25 - PUBLIC ENTITY CRIMES

As provided in Section 287.132-133 Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the ENTITY certifies that it, its affiliates, suppliers, subcontractors and ENTITYs 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.

ARTICLE 26 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the ENTITY of the COUNTY'S notification of a contemplated change, the ENTITY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any

estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the ENTITY'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the ENTITY shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change. If the COUNTY elects to make the change, the COUNTY shall initiate a Agreement Amendment and the ENTITY shall not commence work on any such change until such written amendment is signed by the ENTITY and approved and executed on behalf of Palm Beach County.

ARTICLE 27 - NOTICE

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:

Stephanie Sejnoha, Director
Department of Public Safety
20 South Military Trail
West Palm Beach, FL 33415

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave., 6th Floor
West Palm Beach, FL 33401

If sent to the ENTITY, notices shall be addressed to:

Chief Executive Officer
Health Care District of Palm Beach County
1515 N. Flagler Dr., Suite 101
West Palm Beach FL 33401-3429

With a copy to:

General Counsel
Health Care District of Palm Beach County
1515 N. Flagler Dr., Suite 101
West Palm Beach FL 33401-3429

ARTICLE 28 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the ENTITY 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 in accordance with Article 26 - Modifications of Work.

ARTICLE 29 - CRIMINAL HISTORY RECORDS CHECK

If ENTITY'S employees or subcontractors are required under this Agreement to enter a "critical facility," as identified in Resolution R-2003-1274, the ENTITY shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The ENTITY acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the ENTITY shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

ARTICLE 30 - REGULATIONS; LICENSING REQUIREMENTS

The ENTITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. ENTITY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 31 – SCRUTINIZED COMPANIES - intentionally omitted

ARTICLE 32 – PUBLIC RECORDS

- A. Notwithstanding anything contained herein, as provided under Section 119.0701, Florida Statutes, both parties to this Agreement shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The parties are specifically required to keep and maintain public records required by law.
- B. Upon request from a custodian of Public Records, provide the requesting custodian 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 or as otherwise provided by law. The parties agree that all fees, charges and expenses shall be determined in accordance with public records laws.
- 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.

Both parties are familiar with the requirements of Florida's public records laws and will comply therewith. Failure of either parties to comply with the requirements of this article shall be a material breach of this Agreement.

IF THE ENTITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENTITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401,

BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT HEALTH CARE DISTRICT OF PALM BEACH COUNTY, ATTN: LISA SULGER AT (561) 804-5781, LSULGER@HCDPBC.ORG, 1515 N. FLAGLER DRIVE, SUITE 101, WEST PALM BEACH, FL 33401.

ARTICLE 33 – FILING

A copy of this Agreement will be filed with the Clerk of Circuit Court in and for Palm Beach County.

ARTICLE 34 - FEMA REGULATION AND REPORTING REQUIREMENTS

The ENTITY'S responsibility under this Agreement for FEMA Regulation and Reporting Requirements is more specifically set forth in **Exhibit "B"** hereto.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and ENTITY has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

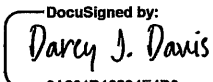
By: _____
Melissa McKinlay, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

ENTITY:

HEALTHCARE DISTRICT OF PALM BEACH
COUNTY

By _____
County Attorney

DocuSigned by:

8A684D10234E4D0...
Signature
Darcy J. Davis

APPROVED AS TO TERMS
AND CONDITIONS

Typed Name
CEO

Title

By  _____
Department Director


Approved as to legal sufficiency
DocuSigned by:

61411688CABA47F...
Valerie Shahriari, Esq.
General Counsel

EXHIBIT "A"
SCOPE OF WORK

The ENTITY agrees to provide nursing staffing services and if needed medical assistant staffing services to disaster relief shelters, hereinafter (“shelters”) in Palm Beach County but not to any special needs shelters. The ENTITY is responsible for providing registered nurses, hereinafter (“RN’s”) based on the following matrix:

- Minimum of two (2) but not more than four (4) RN’s at each shelter with a capacity < 1,000 residents.
- Minimum of three (3) but not more than six (6) RN’s at each shelter with a capacity > 1,000 and < 3,000 residents.
- Minimum of four (4) but not more than eight (8) RN’s at each shelter with a capacity > 3,000 residents.

Below is diagram of the County’s General Population Shelters and their capacity:

General Population Shelters	Shelter Capacity
Independence Middle School	526
Palm Beach Gardens High School	5,267
Bethune Elementary School	530
Seminole Ridge High School	4,459
West Gate Elementary School	473
Forest Hill High School	2,531
Palm Beach Central High School	3,914
John I. Leonard High School	4,704
Park Vista High School	5,395
Boynton Beach High School	2,075
Atlantic High School	5,837
Boca Raton High School	3,218
West Boca High School	3,535
Lake Shore Middle School	2,872
Pahokee Middle School	888

If requested, ENTITY will send additional medical assistant personnel to supplement nursing personnel.

Duties and Responsibilities:

- Duties include working at Disaster Relief Shelters within Palm Beach County when the local area may face a pending disaster.
- Provides nursing and medical assistant care for all residents in the disaster relief shelter.

- Assign a lead nurse to manage nursing care at each shelter.
- Manage the CNA’s and Medical Assistant’s assigned to the shelter
- Assists with on-site medical emergencies under direction of EMS personnel
- Provides first aid to residents with minor health needs.
- Evaluates and treats minor injuries; prepares and applies simple dressings; determines if a more significant medical care is warranted and communicates such with EMS and/or shelter personnel.
- Maintains accurate logs of services rendered.
- Provides health education to residents on an individual basis, as needed.
- Assists with medication administration as needed.
- Works closely with shelter supervisor to serve as a resource along with EMS person.
- Monitors the shelter environment for health issues and notify the Shelter Manager and contact the Health and Medical Unit at the Emergency Operations Center advising of potential risks to residents in a timely manner.
- Communicates any observed concerns to shelter supervisor and contacts head Chief Medical Officer if necessary.
- Performs related work as required.
- Work shifts are typically 12 hours in length.
- Medical personnel shall report for duty with the basic first aid supplies provided to them by ENTITY.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. While performing the duties of this job, successful bidder is regularly required to stand, walk, use hands to finger, handle, feel, and occasionally sit. Must regularly lift and or move up to fifty (50) pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

Service Initiation:

Once Palm Beach County Emergency Operations Center has called for activation of the Disaster Relief Shelters during a State of Emergency, ENTITY shall be contacted to provide a minimum of

thirty (30) registered nurses to staff Palm Beach County shelters, so that staffing assignments will be: small shelters, 4 nurses; medium shelters, 6 nurses; and large shelters 8 nurses. The exact time and exact location for staff to report to the shelters shall be relayed at that time. Staff shall work until Palm Beach County Emergency Operations Center has declared conditions safe and persons have been placed back at their homes or alternate safe, suitable housing locations.

EXHIBIT “B”
FEMA REGULATIONS AND REPORTING REQUIREMENTS

The federal clauses set forth below refer to “vendor” and “contractor” and which terms are used interchangeably and which shall mean the person or entity responding to an ITB, RFP or RFQ or contracting with the County for the provision of goods or services. These contract clauses shall be incorporated into the solicitation and the Contract award and made a part of same. The terms vendor and contractor herein also refer to the ENTITY.

To the extent of any direct conflict of any term or condition in these federal clauses with any other Contract provision or requirement, the more restrictive or stringent requirement shall control. Any questions or interpretations shall be directed to COUNTY for resolution.

1. Records Retention. Vendor’s records retention time requirement is to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, vendor agrees to maintain same until the Florida Division of Emergency Management (FDEM), Palm Beach County (County), Federal Emergency Management Agency (FEMA), the DHS, the Comptroller General of the United States, or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

2. Access to Records. The following access to records requirements apply to this contract:
 - (1) The contractor agrees to provide FDEM, County, the FEMA Administrator, the DHS, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the contractor, which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - (2) 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.
 - (3) The contractor agrees to provide the FEMA Administrator or his authorized representative’s access to construction or other work sites pertaining to the work being completed under the contract.

3. Clean Air Act and Clean Water Act. (Applies to all contracts in excess of \$150,000)
 - A. Clean Air Act
 - (1) 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.

 - (2) The vendor agrees to report each violation to the County and FDEM and understands and agrees that the County and FDEM will, in turn, report each violation as required to assure notification to the County, FDEM, FEMA, and the appropriate Environmental Protection Agency Regional Office.

 - (3) The vendor agrees to include these requirements in each subcontract exceeding

\$100,000 financed in whole or in part with Federal assistance provided by FEMA.

B. Federal Water Pollution Control Act (Contracts in excess of \$150,000)

- (1) The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The vendor agrees to report each violation to the FDEM and County and understands and agrees that the FDEM and County will, in turn, report each violation as required to assure notification to the FEMA and the appropriate Environmental Protection Agency Regional Office.
- (3) The vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4. Byrd Anti-Lobbying Amendment. 31 U.S.C. § 1352 (as amended) (Certification required if bid or contract or award is \$100,000 or more).

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

A completed certificate attached hereto and titled “Byrd Anti-Lobbying Certificate” is required in vendor’s sealed Bid and shall be part of a Contract with County. Upon request, successful vendor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, vendors, and sub consultants after Contract award. The language of the certification shall be including in and part of all subawards at every tier as required in the certification.

5. Suspension and Debarment (Certification required if the contract is for a “covered” transaction which includes a contract for goods or services in excess of \$25,000)

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the vendor is required to verify that none of the vendor, its principals (defined at 2 C.F.R. § 80.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by County (subgrantee). If it is later determined that the vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FDEM serving as grantee and County as subgrantee, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

A completed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Participation form is required in vendor's sealed Bid. Upon request, successful vendor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subvendors and subconsultants after Contract award.

6. Notice of Awarding Agency Regulations and Reporting Requirements

(1) General. The County is using Public Assistance grant funding awarded by FEMA to FDEM and/or County to pay, in whole or in part, for the costs incurred under this contract. As a condition of Public Assistance funding under the emergency declaration issued by FEMA, FEMA requires the FDEM/County to provide various financial and performance reporting.

a. It is important that the vendor is aware of these reporting requirements, as the County may require the vendor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements to FDEM, which, in turn, will enable FDEM/County to satisfy reporting requirements to FEMA.

b. Failure of County to satisfy reporting requirements to FEMA or FDEM is a material breach of the FEMA Public Assistance Agreement, and could result in loss of Federal financial assistance awarded to fund this contract.

(2) Applicable Regulations and Policy. The following reporting and monitoring regulations apply to public assistance grant awards: (a) 2 C.F.R. parts 200.327, (b) 2 C.F.R. part 200.328, and (c) 2 C.F. R. part 200.329. In addition, the DHS and FEMA may implement regulations and policies and require additional reporting and monitoring requirements that will be applicable to the funding award for this contract.

(3) Financial Reporting. The FDEM/County is required to submit to the following financial reports to FEMA or such other reports as may be determined by FEMA from time to time:

a. Initial Report. An initial Federal Financial Report (SF 425) no later than 30 days after FEMA has approved the first Public Assistance project under the applicable FEMA award.

b. Quarterly Reports. Following submission of the initial report, quarterly Federal Financial Reports until submission of the final report described in the following subparagraph. Reports are due on January 30, April 30, July 30, and October 30.

c. Final Report. A final Federal Financial Report within 90 days of the end of the period of performance for the Public Assistance grant.

(4) Performance Reporting. The FDEM\County as applicable is required to submit to the following financial reports to FEMA:

a. Initial Report. An initial performance report no later than 30 days after FEMA has approved the first Public Assistance project under the applicable FEMA award.

b. Quarterly Reports. Following submission of the initial report, quarterly performance reports until submission of the final report described in the following subparagraph. Reports are due on January 30, April 30, July 30, and October 30.

c. Final Report. A final performance report within 90 days of the end of the period of performance for the Public Assistance grant.

7. Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

8. Environmental and Historic Preservation Protections

Federal laws, regulations, and executive orders and the terms and conditions of a specific FEMA award **may** require the County and its vendors to comply with applicable environmental and historic preservation requirements, which will, in turn, necessitate that vendors also implement these requirements as necessary in all subcontracts or third party contracts.

(a) Environmental and Historic Preservation Compliance. FEMA will identify various environmental and historic preservation mitigation measures applicable to the scope of work. Therefore, to the extent applicable, all vendors will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205)(codified as amended at 16 U.S.C. § 1531-1544); (i) Section 508 of the Clean Water Act (33 U.S.C. §1368) and EPA's implementing regulations

- (b) Vendor is required to comply with all applicable standards, orders, or requirements issued under the Environmental Protection Agency regulations (40 CFR part 15). (Applicable to contracts, sub-contracts, and subgrants of amounts in excess of \$100,000).
- (c) The vendor will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (d) The vendor will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

9. Recycled Products

- (1) Vendors must comply with section 6002 of the Resource Conservation and Recovery Act of 1976. 42 U.S.C. § 6962; 2 C.F.R. § 200.322.
- (2) In the performance of this contract, 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.
- (3) Information about this requirement, along with the list of EPA designate items, is available at EPA’s Comprehensive Procurement Guidelines web site; <http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

10. Program Fraud and False or Fraudulent 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 contract.

11. Federal Criminal Law

- (a) False Statements Act. The False Statement 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. §§ 37293733. For example, a false claim could include false billing documentation submitted by the County from a vendor of any tier under a FEMA award.
- (b) Representational Statutes. Sections 203 and 205 of title 18 of the Unites States code impose restriction on outside activities of Federal employees involving representation of others before the Federal government. This applies to all FEMA employees, including Disaster Reservists. Disaster Reservists who may be employed by vendors are prohibited

from performing any work on a FEMA funded contract or award. Vendor shall ensure that no employees or vendors are working in any capacity, including on-call or on-contract as a vendor for FEMA.

12. Federal Financial Assistance and Compliance with Law

FEMA financial assistance will be used to fund the contract. The vendor agrees to comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. The vendor further agrees to ensure that, in the event work is subcontracted, the subcontract will include the requirements of this paragraph in all subcontracts made to perform this contract. Vendor shall comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

13. No Obligation by Federal Government

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

14. Use of DHS seal or logo prohibited

The vendor shall not use the DHS or FEMA's or County's seal(s), logos, crests, or reproductions of flags or likenesses of any DHS agency officials or County officials without specific FEMA and/or County preapproval.

15. Compliance with the Contract Work Hours and Safety Standards Act (Applicable to Contracts in excess of \$100,000 that involve the employment of mechanics or laborers)

A. This provision applies pursuant to the provisions of 40 U.S.C §(1) to contracts in excess of \$100,000 involving the employment of laborers or mechanics.

(1) Overtime requirements. No contractor or subcontractor 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 work week 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.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of 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 watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 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

(1) of this section.

(3)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 contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally – assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible or compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

16. Nondiscrimination. A vendor must not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, English proficiency or disability. A vendor must not on the grounds of race, color, creed, national origin, sex, age, English proficiency, or disability, exclude a person from participation in, deny him/her benefits, or subject him/her to discrimination. Vendors must adhere to the Federal implementing regulations and other requirements that the DHS and FEMA have with respect to nondiscrimination. Requirement include the following: (a) All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7; (b) All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19; (c) All recipients must comply with the requirements of Titles I, II, and III of the Americans with disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12101–12213); (d) All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance; (e) All recipients must comply with the requirements of the Age Discrimination Act of 1975(Title 42 U.S.Code,§ 6101 et seq.),which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance; (f) All recipients must comply with the Title VI of the Civil Rights act of 1964(Title VI) prohibition against discrimination on the basis of national

origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>; (g)

- 17. Hotel and Motel Fire Safety Act. In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225.
- 18. Other FEMA Requirements. Vendors shall comply with any requirements of the DHS and/or FEMA as FEMA, DHS, or FDEM determines are applicable to vendors or contractors of County pursuant to the Federal Public Assistance grant award and the applicable purchase or project. Standard terms and conditions of the DHS are contained in DHS Standard Terms and Conditions located at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>. Many of those terms and conditions do pass through to subrecipients and vendors participating in Public Assistance Funding depending on the project and award.

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