

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: January 15, 2019	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
	<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Public Hearing

Department: Department of Public Safety
Submitted By: Department of Public Safety
Submitted For: Division of Emergency Management

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: **A) approve** Mutual Aid Agreement with the United Way of Palm Beach County, Inc. (UWPBC) to be the lead agency to coordinate the Volunteer and Donation Unit, Emergency Support Function (ESF #15) during times of disasters for a five (5) year period upon execution of the contract; and

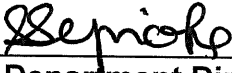

B) authorize the County Administrator or designee to sign all future renewals, task assignments, and necessary minor amendments that do not change the scope of work or terms and conditions of the contract after approval of legal sufficiency by the County Attorney's Office.

Summary: The UWPBC will provide the resources, training and lead coordination efforts needed with other non-profits organizations during disasters to coordinate donations from the public and spontaneous volunteers who want to help in response and recovery operations. The County is responsible for reimbursing the UWPBC for all unreimbursed costs and expenses incurred over and above the cost of conducting its normal business operations in emergencies/disasters within the County as they relate to the fulfillment of the Volunteer and Donations Unit. In the event a disaster is declared, the County would submit its claims for reimbursement through the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program. The County will bear the risk that FEMA does not approve full reimbursement of documented expenses or that a disaster is not declared. Countywide (LDC)

Background and Justification: Under the current Agreement (R2011-0938), the UWPBC is identified as the lead agency for volunteers and donations more specifically coordinating volunteers. Gulfstream Goodwill industries was identified as a support agency coordinating donations management until their withdraw from the agreement in 2016. After disasters, there is a surge of individuals who travel to the disaster location and offer their skills to assist and there is also a surge in donations from the public. Having a single lead agency to coordinate and streamline efforts with other non-profit organizations to manage volunteers and donations provides a unity of efforts in matching volunteer skill sets to available requests for assistance and matching individuals and families with needed items that were donated.

Attachment:
1) Mutual Aid Agreement with UWPBC

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Recommended by:	<u></u>	<u>12/20/18</u>
	Department Director	Date
Approved By:	<u></u>	<u>1/4/19</u>
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
Personal Services					
Operating Costs					
Capital Expenditures					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
Net Fiscal Impact	*				

ADDITIONAL FTE

POSITIONS (Cumulative)	0	0	0	0	0
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Is Item Included In Current Budget? Yes _____ No _____
Does this item include the use of federal funds? Yes X No _____
Budget Account Exp No: Fund _____ Dept. _____ Unit _____ Obj. _____ 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 is responsible for reimbursing the UWPBC for all unreimbursed costs and expenses incurred over and above the cost of conducting its normal business operations in emergencies/disasters within the County as they relate to the fulfillment of the Volunteer and Donations Unit. In the event a disaster is declared, the County would submit its claims for reimbursement through the FEMA PA Program. Typically, FEMA funds 75% of eligible expenses and the State contributes 12.5% leaving the County responsible for the remaining 12.5%

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

Legal Sufficiency:

B. Legal Sufficiency:


Assistant County Attorney

C. Other Department Review:

Department Director

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

**Mutual Aid Agreement between United Way of Palm Beach County, Inc. and
Palm Beach County Board of County Commissioners**

This Agreement is made as of the _____, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as COUNTY, and United Way of Palm Beach County, Inc., a not for profit organization authorized to do business in the State of Florida, hereinafter referred to as UWPBC, whose Federal I.D. is 59-0683258.

WITNESSETH

WHEREAS, the purpose of this Agreement is to strengthen the working relationship, mutual assistance, and support mechanisms between UWPBC and COUNTY; and

WHEREAS, in the event of a disaster, UWPBC will operate as the Lead Agency for the Volunteer and Donation Unit, Emergency Support Function (ESF) (#15) as more specifically described herein; and

WHEREAS, this Agreement outlines specific expectations, roles, and responsibilities of the UWPBC and COUNTY in meeting the community's needs for volunteer recruitment, assignment, in-kind goods/donations management, distribution and recognition as related to disasters.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the COUNTY and the UWPBC agree as follows:

ARTICLE 1 – RECITALS

The foregoing recitals are incorporated herein by reference.

ARTICLE 2 – DEFINITIONS

CEMP: The COUNTY's comprehensive emergency management plan.

Disaster: For the purpose of this agreement, a disaster is defined as any occurrence of widespread or severe damage, injury, or loss of life or property resulting from a natural, technological, or manmade incident, including but not limited to earthquakes, explosion, fire, flood, high water, hostile actions, hurricanes, landslides, mudslides, storms, tidal wave, tornado, wind-driven water, or other disasters. A

disaster includes an incident in which a community or organization undergoes severe danger and incurs, or is threatened to incur, such losses to persons and/or property where the resources available are exceeded.

Emergency: An unexpected situation or event, which places life and/or property in danger and requires an immediate response to protect life and property. Examples of an emergency may include: fires, explosions, chemical, biological, environmental, radiation incidents, bomb threats, civil disturbances, medical emergencies, natural disasters, and structural failures, accidental or human-generated disasters. Any aircraft crash, hurricane, tornado, flood, high water, wind-driven water, tidal wave, tsunami, earthquake, landslide, volcanic eruption, mudslide, snowstorm, drought, fire, explosion, or other catastrophe, which requires emergency assistance to save lives and protect public health and safety or to avert or lessen the threat of a major disaster.

Lead Agency: An ESF lead agency is an agency or organization with significant authorities, roles, resources, or capabilities for a particular incident management function. The ESF lead agency is the entity with management oversight for that particular ESF. The lead agency has ongoing responsibilities throughout the preparedness, response, and recovery phase of incident management. The lead agency has the responsibility of coordinating all support agencies to ensure that missions are accomplished and resources are maximized.

Spontaneous or Unaffiliated Volunteer: A spontaneous or unaffiliated volunteer is an individual not associated with a formal disaster response agency who offers to volunteer in response to a particular emergency situation.

Donation Management Center: A warehouse or other facility where donated goods are collected, sorted, inventoried, and distributed to agencies or the public in disaster response and/or recovery efforts.

Volunteer Reception Center: A facility where spontaneous or unaffiliated volunteers go to register their skill sets, equipment, and knowledge to assist in response and/or recovery efforts.

Virtual Warehouse: a website feature that enables donors and nonprofit organization to give and receive goods online. Individuals can donate goods online to specific nonprofit organizations and causes. Only accredited 501 (c) (3) nonprofits can claim posted items. Donors can post goods belonging to different categories such as books, clothing, furniture, household goods, and school supplies. By default, postings are anonymous, assuring that the donor's identity is protected. Nonprofit organizations can browse the virtual warehouse to find goods they need. Donors have the option to contact the nonprofit organization that claimed a donation.

ARTICLE 3 – CONCEPT OF OPERATIONS

COUNTY will notify the UWPBC each time the County Public Safety Department's Emergency Management Division has received notification that a threat or incident has occurred which could require the activation of the Emergency Operation Center (EOC). UWPBC and COUNTY will begin mobilization in accordance with the Palm Beach County Comprehensive Emergency Management Plan ("CEMP") and their respective operating duties and assignments as provided in the CEMP and this Agreement.

ARTICLE 4 – UWPBC SERVICES

UWPBC'S responsibilities under this Agreement are to provide professional/consultation services in the area of volunteer and donations management, as more specifically set forth in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by reference.

The COUNTY'S representative/liaison during the performance of this Agreement shall be Jeffrey Alan Childs – Emergency Program Coordinator - Logistics, telephone no. (561) 712-6320.

The UWPBC'S representative/liaison during the performance of this Agreement shall be Trudy Crowetz, Senior Vice President of Finance and Operations, telephone no. (561) 375-6619.

ARTICLE 5 – COUNTY OBLIGATIONS

- 1) In the event of a disaster and activation of the EOC, provide UWPBC two (2) positions for Volunteer and Donation staff on the Operations Floor of the EOC.
- 2) Allow the UWPBC and their support agencies to conduct training and coordination meetings during normal business hours pursuant to Palm Beach County Division of Emergency Management meeting policy.
- 3) Invite the UWPBC and their support agencies to all disaster related trainings, workshops, and conferences sponsored by the COUNTY or presented at the EOC.
- 4) Invite and encourage the UWPBC to participate in all applicable disaster related exercises presented at the EOC.
- 5) Maintain contact with the UWPBC as information is distributed including but not limited to advisories, briefings, conference calls, etc.
- 6) Publicize before and after any emergency or disaster in which the COUNTY has activated the EOC through television, social and print media whenever appropriate, that the UWPBC is the designated recipient of spontaneous volunteers, dollar donations, and in-kind goods donated from the public in response to a disaster.

- 7) Any other obligations of COUNTY set forth elsewhere in this Agreement.

ARTICLE 6 – PAYMENT FOR SERVICES

- 1) The COUNTY shall be responsible for reimbursing the UWPBC for all unreimbursed costs and expenses incurred by United Way over and above the cost of conducting its normal business operations in emergencies\disasters within the County as they relate to the fulfillment of the Volunteer and Donations Unit operational responsibilities set forth herein (Exhibit B). This includes overtime or compensatory time paid to UWPBC employees and this specifically includes both exempt and non-exempt staff. Overtime compensation or compensatory time paid for exempt staff must be authorized by a pre-existing pay policy that: 1) does not contain a contingency clause that payment is subject to federal funding, 2) is applied uniformly regardless of a presidential declaration, and 3) has set, non-discretionary criteria for when the UWPBC activates the various pay types (Exhibit C).
- 2) All invoiced services, costs and expenses must be supported by auditable documentation sufficient for the Clerk's Finance Department. In the event a disaster has been declared, the COUNTY shall submit its claims for reimbursement directly through the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program by submitting project worksheets ("PW") to FEMA for approval of eligible project expenses, which will include all services, costs and expenses submitted by UWPBC for reimbursement pursuant to this Agreement. The UWPBC shall keep and maintain records of personnel, time spent and costs utilized in fulfilling this Agreement and provide any reasonable supporting information requested by the COUNTY in support of completing the PW or in support of COUNTY reimbursement of UWPBC. Other than providing the support documentation referenced herein, there shall be no conditions precedent to the COUNTY's obligations to reimburse UWPBC and the COUNTY will bear the risk that FEMA does not approve full reimbursement of documented expenses or that a disaster is not declared. Nothing contained in this Agreement shall prohibit UWPBC from, at its sole option, seeking reimbursement for any costs or expenses directly from FEMA.
- 3) The UWPBC shall submit an invoice(s) documenting the services, costs and expenses to the COUNTY pursuant to the COUNTY's request in accordance with this Agreement and through the COUNTY Public Safety Department, Finance and Administrative Support Division. Invoices covering the overtime compensation owing to non-exempt UPWBC staff shall include the employee's 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 showing

services performed, and purpose of work. Documentation for exempt staff shall include name, rate, benefit rate breakdown, records of time and days worked and services performed on the contract, and sufficient documentation to demonstrate compensatory time paid or overtime pay due under the UWPBC pay policies applicable to exempt staff. A copy of the applicable pay policies must accompany the request for reimbursement. Undocumented or unsubstantiated services, costs and expenses are not subject to reimbursement by COUNTY or FEMA. Reimbursement requests will normally be paid by the COUNTY within thirty (30) days following the COUNTY's receipt of the invoice(s), but in no event more than sixty (60) days, unless the COUNTY formally disputes in writing some or all of the costs or expenses. Notwithstanding the forgoing, the COUNTY shall reimburse all undisputed costs and expenses by no later than sixty (60) days from receipt of the invoice. If the COUNTY disputes a cost or expense, the COUNTY shall within fifteen (15) days of receipt of the invoice, provide UWPBC with a written explanation of the basis of the dispute with regard to the disputed cost or expense and if necessary, the parties shall attempt to resolve the dispute in accordance with the provisions of Article 16 of this Agreement.

ARTICLE 7 – EFFECTIVE DATE AND TERM

This Agreement is effective on the date executed by the COUNTY and referenced in the beginning paragraph of this Agreement, and shall continue for a term of five (5) years unless earlier terminated in accordance to the provisions of Article 8 herein.

ARTICLE 8 - TERMINATION

- 1) UWPBC may terminate this Agreement prior to the expiration of the term provided above as follows:
 - a. UWPBC may terminate this Agreement, with or without cause, any time with thirty (30) days prior written notice, except during the hurricane season, June 1 through November 30th and except when the National Hurricane Center has issued a hurricane watch or greater warning including Palm Beach County.
 - b. If at any time the COUNTY has failed to secure funds under its annual budget necessary to pay the UWPBC pursuant to this Agreement, becomes unable to perform any of its obligations under this Agreement, then UWPBC may immediately terminate this Agreement by providing written notice to the COUNTY.
 - c. If at any time the COUNTY fails to perform any material obligation under this

Agreement, then UWPBC may immediately terminate this Agreement by providing written notice to the COUNTY.

- 2) The COUNTY may terminate this Agreement at any time, with or without cause, immediately upon written notice to the UWPBC, including, without limitation, in the event County does not receive an annual appropriation for its purpose.
- 3) If this Agreement is terminated by either party, then UWPBC shall be paid for services rendered in accordance with this Agreement incurred through the date of termination (which may include costs and expenses incurred in advance in preparation for and in furtherance of the performance of UWPBC's services hereunder, provided however, the UWPBC shall use good faith efforts to mitigate all such costs; however, the termination of this Agreement shall not constitute a waiver of any rights or remedies that may be available to either party, nor shall the termination of this Agreement relieve any party from its obligations accruing prior to the date of termination, all of which shall survive the expiration or earlier termination of this Agreement. After the delivery or receipt of a termination notice, UWPBC shall:
 - a. Stop work on the effective date of termination unless the COUNTY specifies an earlier date.
 - 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, to the extent such transfer is feasible and not in violation of any confidentiality or other restrictions to which UWPBC is subject.

ARTICLE 9 - PERSONNEL

The UWPBC represents that it has, or will secure at its own expense (subject to reimbursement by the COUNTY on the terms expressly provided herein), 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 under this Agreement shall be performed by the UWPBC 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. The UWPBC warrants that all services shall be performed by skilled and competent personnel in accordance with high professional standards in the field.

All of the UWPBC'S personnel (and all subcontractors), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 10 – INTENTIONALLY DELETED

ARTICLE 11 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the UWPBC. The UWPBC is not authorized to use the COUNTY'S Tax Exemption Number but the UWPBC may be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, or any other taxes, on its own accord by virtue of its own tax-exempt status.

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

ARTICLE 12 – INTENTIONALLY DELETED

ARTICLE 13 - INSURANCE

UWPBC shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. UWPBC shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by UWPBC are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by UWPBC under the contract.

Commercial General Liability UWPBC shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. UWPBC shall provide this coverage on a primary basis.

Worker's Compensation Insurance & Employers Liability UWPBC shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. UWPBC shall provide this coverage on a primary basis.

Additional Insured UWPBC shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." UWPBC shall provide the Additional Insured endorsements coverage on a primary basis.

Waiver of Subrogation UWPBC hereby waives any and all rights of subrogation against the COUNTY, its officers, employees and agents for each required policy. 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 to the policy, then UWPBC shall agree to 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, which specifically prohibits such an endorsement, or which voids coverage should UWPBC enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance Prior to execution of this Agreement, UWPBC shall deliver to the COUNTY'S representative as identified below a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to:

Palm Beach County, c/o Public Safety Department
20 South Military Trail
West Palm Beach, FL 33415

Umbrella or Excess Liability If necessary, UWPBC may satisfy the minimum limits required above for Commercial General Liability and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability or Employer's Liability. The COUNTY shall be specifically endorsed as an "**Additional Insured**" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Right to Review COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 14 - INDEMNIFICATION

UWPBC shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including reasonable attorney's fees and costs, whether at trial or appellate levels or otherwise, which may arise from any and all acts or omissions of UWPBC during the performance of UWPBC's services under this Agreement.

ARTICLE 15 - SUCCESSORS AND ASSIGNS

The COUNTY and the UWPBC 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 specifically provided herein, neither the COUNTY nor the UWPBC shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

ARTICLE 16 - REMEDIES

In the event the parties have a dispute as to the payment of documented services, costs or expenses submitted by UWPBC for reimbursement, the staff of both parties shall meet in good faith to discuss the basis of the payment dispute and the parties shall make good faith efforts to amicably resolve the dispute. If such staff meeting is unsuccessful then the County Administrator and the Chief Executive Officer of United Way are required to meet by telephone or in person to work together in a good faith attempt to resolve the payment dispute prior to either party bringing an action in a court of law concerning a payment dispute.

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 UWPBC.

ARTICLE 17 - CONFLICT OF INTEREST

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

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

ARTICLE 18 - EXCUSABLE DELAYS

The UWPBC 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 UWPBC 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.

ARTICLE 19 - ARREARS

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

ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

It is contemplated and agreed that UWPBC has the right to retain and maintain copies of all records generated in the course and scope of this Agreement and may copy, disseminate and use all such records as may be determined appropriate by UWPBC unless said record is Confidential pursuant to Florida's Public Records Laws. In all such cases, UWPBC shall maintain confidentiality of said record; provided, that, such information may be shared within the UWPBC organization and with UWPBC's outside consultants to the extent necessary in the ordinary course of UWPBC's business. Further, UWPBC shall not be required to maintain the confidentiality of any information or records which are required to be disclosed by court order or other applicable law, nor shall UWPBC be prohibited from disclosing any information as part of any legal proceeding to enforce such its rights under this Agreement.

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. Additionally, UWPBC shall provide copies of same to COUNTY as requested and to the extent required or needed for invoicing, audit verification and public records responses for a period of at least three (3) years following the termination of the Agreement.

ARTICLE 21 - INDEPENDENT CONTRACTOR RELATIONSHIP

The UWPBC 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 by UWPBC pursuant to this Agreement shall at all times, and in all places, be subject to the UWPBC's sole direction, supervision, and control. The UWPBC shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the UWPBC'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 UWPBC does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 22 - CONTINGENT FEES

The UWPBC warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the UWPBC 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 UWPBC, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 23 - ACCESS AND AUDITS

The UWPBC 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 UWPBC'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 UWPBC, its officers, agents, employees, and lobbyists in order to ensure compliance with contract 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 24 - NONDISCRIMINATION

The UWPBC 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 25 - AUTHORITY TO PRACTICE

The UWPBC hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 26 - SEVERABILITY

If any term or provision or part thereof, 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 or part thereof, 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 and part thereof of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the UWPBC certifies that it, and to UWPBC's actual knowledge, its affiliates, suppliers, subcontractors and UWPBCs 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 F.S. 287.133(3) (a).

ARTICLE 28 - MODIFICATIONS OF WORK

The COUNTY reserves the right to request reasonable changes in Scope of Work, including alterations, reductions therein or additions thereto, which are subject to the approval of the UWPBC. If the COUNTY and the UWPBC mutually agree to make such proposed changes, the COUNTY shall initiate an Agreement amendment and the UWPBC shall not commence work on any such change until such written amendment is signed by the UWPBC and approved and executed on behalf of Palm Beach County.

ARTICLE 29 - 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. Notices shall be addressed to:

If sent to COUNTY:

Palm Beach County, C/O Public Safety Department
20 South Military Trail
West Palm Beach, FL 33415

With copy to:

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

If sent to the UWPBC:

United Way of Palm Beach County, Inc.
The Offices of City Place North
477 S Rosemary Ave, Suite 230
West Palm Beach, FL 33401

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the UWPBC agree that this Agreement sets forth the entire agreement between the parties with respect to the matters contained herein, 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.

ARTICLE 31 - CRIMINAL HISTORY RECORDS CHECK

If UWPBC'S employees or subcontractors are required under this contract to enter a "critical facility," as identified in Resolution R-2003-1274, the UWPBC shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The UWPBC 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 UWPBC shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

ARTICLE 32 - REGULATIONS; LICENSING REQUIREMENTS

The UWPBC shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. UWPBC 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 33 - SCRUTINIZED COMPANIES

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT 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 F.S. 215.4725.

When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT 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 The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

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

ARTICLE 34 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the UWPBC: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., the UWPBC shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The UWPBC 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 or as otherwise provided by law. The UWPBC 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 contract term and following completion of the Agreement, if the UWPBC does not transfer the records to the public agency.

D. Upon completion of the Agreement the UWPBC shall transfer, at no cost to the County, all public records in possession of the UWPBC 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 UWPBC transfers all public records to the County upon completion of the Agreement, the UWPBC shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the UWPBC keeps and maintains public records upon completion of the Agreement, the UWPBC shall meet all applicable requirements for retaining public records. All records stored electronically by the UWPBC 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 UWPBC 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. UWPBC acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE UWPBC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE UWPBC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, 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.

ARTICLE 35- PUBLIC ASSISTANCE

UWPBC shall comply with the applicable Contract clauses attached hereto in Exhibit "B".

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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 United Way of Palm Beach County, Inc. has hereunto executed and made this Agreement on behalf of UWPBC.

ATTEST:

SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor

UNITED WAY OF PALM BEACH COUNTY,
INC.

By: Laura George
Signature

Laura George, President & CEO
Printed Name and Title

APPROVED AS TO TERMS AND
CONDITIONS

By: [Signature]
Department Director

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

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SCOPE OF WORK

1. Serve as the designated lead agency for the Volunteer and Donation Unit. Any volunteers recruited, matched, referred, and staffed by UWPBC shall not be COUNTY employees.
2. Ensure the fulfillment of the Volunteer and Donation Unit operational responsibilities outlined in the coordinating procedures including the following responsibilities of an ESF lead agency:
 - a. Coordination before, during, and after an incident, including pre-incident planning and coordination;
 - b. Maintaining on-going recruitment and contact with unit support agencies (e.g. private, nonprofit corporations, non-governmental organizations, faith-based organizations, etc.);
 - c. Conducting periodic unit meetings and conference calls to ensure operational readiness;
 - d. Staffing a minimum of one (1) and maximum of two (2) person per shift at the EOC upon activation and ensure 24-hour staffing coverage based on the level of activation; providing staff for the operational functions at fixed and field facilities, as needed;
 - e. Notifying and requesting assistance from support agencies – maintaining a roster or database of all lead agency contact persons, making necessary notifications, activating support agencies as necessary, and maintaining ongoing communications to support mission assignments;
 - f. Maintaining a list of all available resources (registered volunteers and/or donated goods);
 - g. Maintaining, reviewing, and exercising the unit coordinating procedures and relevant policies and procedures to allow for the efficient and effective implementation of the unit's mission in collaboration with the COUNTY;
 - h. Coordinating efforts with corresponding private-sector, volunteer, and non-governmental organizations;
 - i. Managing mission assignments and coordinating with support agencies, as well as appropriate government officials, operations centers, and agencies;
 - j. Serve as a communication link between the unit agencies and the COUNTY, the state EOC Volunteer and Donation Unit, and federal Volunteer and Donation Unit liaisons regarding Volunteer and Donation Unit operational responsibilities;
 - k. Working with appropriate private-sector organizations to maximize use of all available resources;

- l. Supporting and keeping other unit and organizational elements informed of the Volunteer and Donation Unit operational priorities and activities;
 - m. Conducting situational and periodic readiness assessments;
 - n. Ensuring financial and property accountability for unit activities;
 - o. Planning for short-term and long-term incident management and recovery operations;
 - p. Maintaining trained personnel to support interagency emergency response and support terms;
 - q. Identifying new equipment or capabilities required to prevent or respond to new or emerging threats or hazards, or to improve the ability to address existing threats;
3. Managing and coordinating requests for volunteer resources and donated goods.
 4. Referring unaffiliated volunteers to agencies that request volunteers and contacting agencies to inquire if they have a need for volunteers. To maximize extent possible, match volunteers with particular skills to areas where those skills are needed.
 5. Direct affiliated/recognized disaster response groups to handle impacted areas, as determined by damage assessment reports.
 6. Establishing and coordinating a Volunteer Reception Center (VRC) in order to aid in the identification and management of volunteer resources.
 7. UWPBC will separately account for the costs and expenses associated with each specific disaster or emergency in its financial accounting system.
 8. Maintain receipts/invoices pertaining to all dollars expended as the lead agency for the Volunteer and Donation Unit, pursuant to the Volunteer and Donation Unit coordinating procedures.
 9. Distribute funds only to entities providing disaster relief missions in support of COUNTY EOC incident action plans, such as United Way, partner agencies, non-profit corporations, municipal governments, recognized community/civic groups, and faith-based entities. Funding decisions will be based upon the recommendation and approval of the UWPBC Board of Directors or a subset thereof, and the COUNTY.
 10. Managing and coordinating requests for donated goods.
 11. Referring unaffiliated donated goods to requesting agencies via the EOC and contacting agencies to inquire if they have a need for in-kind donations.
 12. Establishing and coordinating Donation Management Centers and Virtual Warehouse in order to aid in the identification and management of donated resources.
 13. Maintain receipts/invoices pertaining to all dollars expended as the lead agency for donations pursuant to the Logistics Coordinating Procedures.

EXHIBIT "A"
FEMA REQUIREMENTS

1. **Records Retention.**

UWPBC'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, UWPBC agrees to maintain same until the Florida Department of Emergency Management (FDEM), Palm Beach County (County), FEMA, the Department of Homeland Security, 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) UWPBC agrees to provide Florida Department of Emergency Management (FDEM), Palm Beach County (County), the FEMA Administrator, the Department of Homeland Security, the Comptroller General of the United States, County and FDEM, or any of their authorized representatives, access to any books, documents, papers, and records of the UWPBC which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) UWPBC agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) UWPBC 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) UWPBC 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) UWPBC agrees to report each violation to the County and Florida Department of Emergency Management (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, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) UWPBC 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) UWPBC 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) UWPBC 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 FDEM, County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) UWPBC 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). UWPBC certifies 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. Upon request, UWPBC agrees to provide the County with Byrd Anti-Lobby certification applicable to contract award of \$100,000 or more.

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).**

Prior to awarding a federally funded contract the County must verify that the recommended awardee is not listed in SAM. UWPBC certifies that none of the UWPBC, 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) from participating in federal procurements. UWPBC will include a requirement to comply with these regulations in any lower tier applicable covered transaction it enters into.

6. **Notice of Awarding Agency Regulations and Reporting Requirements.**

(1) General. The County may be using Public Assistance grant funding awarded by FEMA to Florida Department of Emergency Management (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 UWPBC is aware of these reporting requirements, as the County may require the UWPBC 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 Department of Homeland Security 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 UWPBC 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. Recycled Products.

(1) UWPBCs 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 UWPBC 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.

9. Program Fraud and False or Fraudulent or Related Acts (31 U.S.C. Chapter 38).

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

10. 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 UWPBC of any tier under a FEMA award.

(b) Representational Statutes. Sections 203 and 205 of title 18 of the United 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 UWPBC are prohibited from performing any work on a FEMA funded contract or award. UWPBC shall ensure that no employees of FEMA are working in any capacity on this contract.

11. Federal Financial Assistance and Compliance with Law.

FEMA financial assistance will be used to fund the contract. As may be applicable, the UWPBC

agrees to comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. The UWPBC 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. UWPBC shall comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

12. 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, UWPBC, UWPBC or any other party pertaining to any matter resulting from the Contract.

13. Use of DHS Seal or Logo Prohibited.

The UWPBC shall not use the Department of Homeland Security's ("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.

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

(4) Subcontracts. The UWPBC 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. UWPBC 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.”

15. **Nondiscrimination.** UWPBC must not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, English proficiency or disability. A UWPBC 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. UWPBCs must adhere to the Federal implementing regulations and other requirements that the Department of Homeland Security 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 -help -department - supported- organizations -provide- meaningful -access- people- limited and additional resources on ; (g)

16. **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.

EXHIBIT "B"

UWPBC'S EOC COMPENSATION POLICY UNITED WAY OF PALM BEACH COUNTY OVERTIME PAY PROCEDURES

It is the policy of United Way of Palm Beach County to comply with applicable federal and state wage-and-hour laws, which regulate calculation and payment of overtime. The workweek is defined as Saturday through Friday.

- 1) **Exempt Employees.** For positions classified as exempt from state and federal overtime provisions, no overtime pay is provided.
- 2) **Non-Exempt Employees.**
 - a. Overtime is any time worked in excess of forty (40) hours in any workweek.
 - b. If you are classified as a non-exempt employee, you will receive compensation for overtime work. You will be paid one and one-half times your regular hourly rate of pay for each hour worked beyond the fortieth hour in any given workweek. UWPBC will not count paid holidays toward overtime computation for the workweek.
 - c. If you are assigned to attend meetings, special events, or training outside normal office hours, such time may be considered overtime only if it causes the total hours worked in the workweek to exceed 40.
 - d. Before-hours or after-hours attendance at voluntary meetings, special events, or other social activities are not counted as hours worked and not included in the overtime calculation. Likewise, time spent doing volunteer "work" outside of regular business hours, even if it is connected to or somewhat connected to UWPBC, is not considered work time and is not included in the overtime calculation.
 - e. Except in an emergency situation, non-exempt employees may not "sign-in" early, work late, or work on a nonscheduled day, during lunch breaks or rest periods without first obtaining advance written approval from their supervisor. Employees who work overtime without proper approval will be subject to disciplinary action, up to and including termination.

At times, mandatory overtime may be required. Your supervisor will attempt to provide you with reasonable notice when the need for overtime work arises. Please remember, however, that advance notice may not always be possible.