

**AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF COCONUT CREEK FOR
EMS COUNTY GRANT FUNDING (22-OMETS-03)**

Project: Pre-Hospital Ventilator

This Agreement (“Agreement”) is made and entered by and between: BROWARD COUNTY, a political subdivision of the State of Florida, (“COUNTY”) and CITY OF COCONUT CREEK, a municipal corporation of the State of Florida, (“CITY”), (each a “Party” and collectively referred to as the “Parties”).

RECITALS

A. Pursuant to Chapter 401, Part II, Florida Statutes, and Section 64J-1.015, Florida Administrative Code, COUNTY is the recipient of Emergency Medical Services (“EMS”) County Grant Program Funds from the State of Florida, Department of Health, Bureau of Emergency Medical Services (“DOH”) for improvement and expansion of pre-hospital emergency medical services in Broward County; and

B. COUNTY has allocated a portion of Fiscal Year 2022 EMS County Grant Program Funds to CITY for the Project described herein; and

C. The Parties desire to enter into this Agreement to provide for the implementation of the Project in accordance with the terms set forth herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.2. **Application** means the EMS County Grant Application submitted by CITY for the award of EMS County Grant Funds, which is incorporated herein by reference.

1.3. **Board** means the Board of County Commissioners of Broward County, Florida.

1.4. **Contract Administrator** means the Office of Medical Examiner and Trauma Services, Trauma Management Agency Manager.

1.5. **County Administrator** means the administrative head of COUNTY appointed by the Board.

1.6. **OMETS** means the Office of Medical Examiner and Trauma Services.

1.7. **Participating Agency** means the agency(ies) that joins in CITY’S Application to COUNTY for the Project and executes an “Addendum to EMS County Grant Funding Agreement” with COUNTY, in substantially the form attached as Exhibit “G.”

1.8. **Project** means the EMS Grant Project described in Article 3, Exhibit “A,” Scope of Project, and in the Application.

1.9. **Subcontractor** means an entity or individual providing services to County through Contractor for all or any portion of the work under this Agreement. The term “Subcontractor” shall include all subconsultants.

ARTICLE 2. EXHIBITS

Exhibit A	Scope of Project
Exhibit B	Project Schedule
Exhibit C	Project Budget
Exhibit D	Outcomes/Indicators
Exhibit E	Cost Reimbursement Invoice Office of Medical Examiner and Trauma Services
Exhibit F	Required Reports and Submission Timeline

ARTICLE 3. PROJECT AND SCOPE OF SERVICES

3.1. CITY shall implement the Project described in Exhibit “A,” Scope of Project, in a manner satisfactory to COUNTY, within the Project Schedule set forth in Exhibit “B,” and within the proposed Project Budget set forth in Exhibit “C,” achieving outcomes identified in Exhibit “D,” Outcomes/Indicators.

3.2. The Project is a description of CITY’S obligations and responsibilities and deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks, which are such an inseparable part of the work described, that exclusion would render performance by CITY impractical, illogical, or unconscionable.

3.3. CITY acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Project and Scope of Services to be provided under this Agreement except as expressly set forth in this Agreement. The primary responsibilities of the Contract Administrator are to coordinate and communicate with CITY and to manage and supervise execution and completion of the Project and the terms and conditions of this Agreement as set forth herein.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. The term of this Agreement shall begin on the date it is fully executed by the Parties (“Effective Date”) and continue for a term of one (1) year (“Initial Term”). The Initial Term, Extension Term, and any additional extension described in this article are collectively referred to as the “Term.”

4.2. Extensions. This Agreement may be extended for two (2) additional one (1) year terms (each an “Extension Term”) upon mutual agreement of the Parties by providing written notice at least thirty (30) days prior to the expiration of the then-current term in accordance with the “Notices” section of this Agreement. The County Administrator is authorized to exercise this extension option.

4.3. Extension Rates and Terms. For any extension beyond the Initial Term, CITY shall be compensated at the rates in effect when the extension was invoked by COUNTY, unless otherwise expressly stated in this Agreement. CITY shall continue the Project upon the same terms and conditions as set forth in this Agreement for such extended period.

4.4. Fiscal Year. The continuation of this Agreement beyond the end of any COUNTY fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

4.4. Time of the Essence. Unless otherwise agreed to by the Parties in writing, all duties, obligations, and responsibilities of CITY required by this Agreement shall be completed no later than the end of the Agreement term. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 5. FUNDING AND METHOD OF PAYMENT

5.1. COUNTY shall provide an amount not to exceed Seventeen Thousand Nine Hundred and Ninety-Five Dollars (\$17,995.00) (“Funds”) in the manner described below to complete the Project in accordance with the terms of this Agreement.

to City of COCONUT CREEK on a reimbursement basis.

to Vendor on behalf of CITY.

5.2. COUNTY’S obligation to disburse any Funds to CITY or Vendor is predicated upon the availability and payment of Funds in an equal amount provided by DOH.

5.3. CITY shall use the Funds solely for the purposes described in this Agreement.

5.4. The Contract Administrator has the authority, in the County Administrator’s sole discretion, to make line item budget adjustments to Exhibit “C,” Project Budget, to maximize the expenditure of the Funds. Such adjustments shall be made in writing and signed by the Contract Administrator.

5.5. When Funds are paid directly to Vendor on behalf of CITY, the following shall apply:

- A. CITY may submit invoices for reimbursement no more often than on a monthly basis, but only after the Project activities for which the invoices are submitted have been completed during the Agreement term.
- B. All requests for payment submitted by CITY shall be set forth on the Cost Reimbursement Invoice form, attached as Exhibit "E," and shall be signed by CITY'S Designated Representative. An original Vendor invoice plus one (1) copy, including paid receipts, and the Project Vendor's name and address, must be received no later than thirty (30) days after the expiration of this Agreement. The invoice shall include evidence of expenses incurred for the Project during the Agreement term and, if applicable, proof of delivery of the items(s), commodity(ies), or property, hereinafter referred to as the "Property," identified on Exhibit "E," Attachment 1, Property Receipt, to the Participating Agency(ies), if applicable.
- C. COUNTY shall pay CITY within thirty (30) calendar days of receipt of CITY'S proper invoice, as required by the "Broward County Prompt Payment Ordinance" (Section 1-51.6, Broward County Code of Ordinances). To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the then-current COUNTY form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of CITY to comply with a term, condition, or requirement of this Agreement.
- D. All payments by COUNTY to the Vendor shall be made solely in the name of the Vendor at the address provided on the Vendor's Invoice.

5.6. Failure of CITY to timely provide any reports or documentation required under this Agreement and specifically Exhibit "F," Required Reports, or any misuse of Funds, shall be deemed a breach of this Agreement and shall require CITY to return all unexpended Funds to COUNTY. CITY shall further be responsible for reimbursing COUNTY for any Funds expended by CITY in violation of this Agreement.

5.7. CITY shall own all Property purchased by, or on behalf of CITY, pursuant to this Agreement, excluding Property provided to a Participating Agency under the Addendum to EMS County Grant Funding, if applicable. CITY shall be responsible for licensing and permitting the Property, as applicable, and for insuring, maintaining, and utilizing the Property throughout the useful life of same. When the Property is no longer usable, it may be disposed of in the customary manner in accordance with CITY procedures for same.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

6.1. Representation of Authority. CITY represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of CITY, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that CITY has with any third party or violates any Applicable Law. CITY further represents and warrants that execution of this Agreement is within CITY's legal powers, and each individual executing this Agreement on behalf of CITY is duly authorized by all necessary and appropriate action to do so on behalf of CITY and does so with full legal authority.

6.2. Grant Representations. CITY represents and warrants that all statements and representations made in CITY's proposal, bid, or other supporting documents submitted to COUNTY in connection with the grant, negotiation, or award of this Project, including during the grant evaluation process, were true and correct when made and are true and correct as of the date CITY executes this Agreement, unless otherwise expressly disclosed in writing by CITY.

6.4. Truths-in-Negotiation Representation. CITY certifies that wage ranges, factual unit costs, and any other representations supporting the expenditure by COUNTY of the Funds under this Agreement are accurate, complete, and current at the time of contracting. The original Agreement price and any additions thereto shall be adjusted to exclude any Funds which COUNTY determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates, factual unit costs, and any other representations. All such Agreement adjustments shall be made within one (1) year following the end of this Agreement.

6.5. Public Entity Crime Act. CITY represent that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. CITY further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CITY has been placed on the convicted vendor list.

6.6. Discriminatory Vendor and Scrutinized Companies Lists. CITY represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Section 215.473, Florida Statutes. CITY represents and certifies that it is not ineligible to contract with COUNTY on any of the grounds stated in Section 287.135, Florida Statutes. CITY represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

6.7. Claims Against CITY. CITY represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of CITY, threatened against or affecting CITY, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of CITY to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of CITY or on the ability of CITY to conduct its business as presently conducted or as proposed or contemplated to be conducted.

6.8. Verification of Employment Eligibility. CITY represents that CITY and each Subcontractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If CITY violates this section, COUNTY may immediately terminate this Agreement for cause and CITY shall be liable for all costs incurred by COUNTY due to the termination.

6.9. Warranty of Performance. CITY represent and warrant that it possesses the knowledge, skill, experience, and financial capability required to perform the Project and that each person and entity that engages in the Project is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will perform the Project. CITY represents and warrants that the Project shall be performed in a skillful and respectful manner, and that the quality of the Project shall equal or exceed prevailing industry standards for the Project.

6.10. Breach of Representations. CITY acknowledges that COUNTY is materially relying on the representations, warranties, and certifications of CITY stated in this article, and COUNTY shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to CITY; and (c) set off from any amounts due CITY the full amount of any damage incurred

ARTICLE 7. GOVERNMENTAL IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by any Party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. CITY is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

ARTICLE 8. INSURANCE

CITY is an entity subject to Section 768.28, Florida Statutes, and CITY shall furnish the Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

ARTICLE 9. TERMINATION

9.1. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated for convenience at any time by COUNTY, through its Contract Administrator. Termination for convenience by COUNTY shall be effective on the termination date stated in the written notice provided by COUNTY, which termination date shall be not less than thirty (30) days after the date of such written notice. Termination for cause may be effected by COUNTY, the COUNTY representative expressly authorized under this Agreement, or the COUNTY representative (including any successor) who executed the Agreement on behalf of COUNTY. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator determines that termination is necessary to protect the public health, safety or welfare. If COUNTY erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, and shall be effective thirty (30) days after such notice of termination for cause is provided.

9.2. This Agreement may be terminated for cause by COUNTY for reasons including, but not limited to, CITY'S failure to suitably or continuously perform the Project in a manner calculated to meet or accomplish the objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices.

9.3. In the event COUNTY terminates this Agreement for cause, which includes noncompliance with the terms set forth in the Application, CITY shall be required to repay COUNTY in full all Funds disbursed to CITY prior to the effective date of termination and shall result in COUNTY declaring CITY ineligible for further participation in the EMS Grant Program.

9.4. In the event COUNTY terminates this Agreement for convenience, any Funds paid to CITY in accordance with the terms of this Agreement prior to the effective date of termination can be retained by CITY for the Project through the termination date specified in the written notice of termination, subject to any right of COUNTY to retain any sums otherwise due and payable. CITY acknowledges that it has received good, valuable and sufficient consideration from COUNTY, the receipt and adequacy of which are, hereby acknowledged by CITY, for COUNTY'S right to terminate this Agreement for convenience in the form of COUNTY'S obligation to provide advance notice to CITY in accordance with Section 9.1.

9.5. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement, except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice which shall be promptly confirmed in writing.

9.6. In the event this Agreement is terminated for any reason, any Funds due CITY shall be withheld by COUNTY until all documents are provided to COUNTY pursuant to Section 12.1 of Article 12.

9.7. In addition to any right of termination stated in this Agreement, COUNTY shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity.

ARTICLE 10. FINANCIAL STATEMENTS/MANAGEMENT LETTERS

10.1. CITY shall provide a copy of CITY'S audited financial statements and any applicable management letters as well as CITY'S response to any management letters. The audit of financial statements shall be prepared by an independent certified public accountant in accordance with generally accepted accounting principles for the fiscal year Funds are received and for each subsequent fiscal year until such time as all of the Funds are expended.

10.2. CITY shall provide to Contract Administrator copies of a special report showing all revenues, by source, and all expenditures as set forth in the Scope of Services for the Project being funded by this Agreement. The report shall specifically disclose any Funds received which were not expended in accordance with this Agreement or with any regulations incorporated by reference therein. It shall identify the total of noncompliant expenditures as due back to COUNTY. If the special report is prepared by an independent certified public accountant, it shall be in accordance with generally accepted auditing standards. If the special report is prepared by an internal auditor, it shall be as nearly in accordance with generally accepted auditing standards as the status of the internal auditor permits, realizing that the internal auditor may not issue the opinions required therein. The special report is to be filed with CITY'S governing body.

10.3. CITY shall submit the documents required by this section to Contract Administrator within one hundred twenty (120) days after the close of CITY'S fiscal year in which CITY receives Funds under this Agreement, unless otherwise approved by the Contract Administrator in writing.

ARTICLE 11. EQUAL EMPLOYMENT OFFICE AND CBE COMPLIANCE

11.1. No party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. CITY shall include the

foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26. CITY shall comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. CITY shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26.

11.2. Failure by CITY to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit the COUNTY to terminate this Agreement or to exercise any other remedy provided under this Agreement, Broward County Code of Ordinances, Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

11.3. The CBE Program, which is implemented under the Broward County Business Opportunity Act of 2012, Section 1-81, Broward County Code of Ordinances, referred to as the "Act," provides for the establishment and implementation of CBE participation goals, initiatives, and other opportunities for COUNTY contracts. Although no CBE goal has been set for this Agreement, COUNTY encourages CITY to give full consideration to the use of CBE firms to perform work under this Agreement.

ARTICLE 12. MISCELLANEOUS

12.1. Public Records. To the extent CITY is acting on behalf of COUNTY as stated in Section 119.0701, Florida Statutes, CITY shall:

12.1.1. Keep and maintain public records required by COUNTY to perform the Project under this Agreement;

12.1.2. Upon request from COUNTY, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

12.1.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to COUNTY; and

12.1.4 Upon completion or termination of this Agreement, transfer to COUNTY, at no cost, all public records in possession of CITY or keep and maintain public records required by COUNTY to perform the services. If CITY transfers the

records to COUNTY, CITY shall destroy any duplicate public records that are exempt or confidential and exempt. If CITY keeps and maintains public records, CITY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY upon request in a format that is compatible with the information technology systems of COUNTY.

A request for public records regarding this Agreement must be made directly to COUNTY, who will be responsible for responding to any such public records requests. CITY will provide any requested records to COUNTY to enable COUNTY to respond to the public records request.

Any material submitted to COUNTY that CITY contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) (“Trade Secret Materials”) must be separately submitted and conspicuously labeled “EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET.” In addition, CITY must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. In the event a third party submits a request to COUNTY for records designated by CITY as Trade Secret Materials, COUNTY shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by CITY. CITY shall indemnify and defend COUNTY and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

IF CITY HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO CITY’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-5234, [Med Exam Trauma@broward.org](mailto:Med_Exam_Trauma@broward.org), 5301 SW 31st AVENUE, FORT LAUDERDALE, FLORIDA 33312.

12.2. Audit Right and Retention of Records. COUNTY shall have the right to audit the books, records, and accounts of CITY and its Subcontractors that are related to this Agreement. CITY and Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All books, records, and accounts of CITY shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CITY or its Subcontractors shall make same available in written form at no cost to COUNTY.

CITY and its Subcontractors shall preserve and make available, at reasonable times within for Broward County, Florida examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least six (6) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audits and inspections pursuant to this Section may be performed by any COUNTY representative (including any outside representative engaged by COUNTY). COUNTY reserves the right to conduct such audit or review at CITY'S place of business, if deemed appropriate by COUNTY, with seventy-two (72) hours advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY'S disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this Section discloses overpricing or overcharges to COUNTY of any nature by CITY in excess of five percent (5%) of the total contract billings reviewed by COUNTY, the reasonable actual cost of COUNTY's audit shall be reimbursed to COUNTY by CITY in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) days from presentation of COUNTY'S findings to CITY.

CITY shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

12.3. Single Annual Audit. CITY, as a subrecipient of State Financial Assistance must on an annual basis, submit CITY's most recent annual financial reporting packages, reports, or other information as required to be submitted in accordance with Section 215.97, Florida Statutes. A copy of CITY's most recent single audit complies with this requirement.

12.4. Independent Contractor. CITY is an independent contractor of COUNTY, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In carrying out the Project, neither CITY nor its agents shall act as officers, employees, or agents of COUNTY. CITY shall not have the right to bind COUNTY to any obligation not expressly undertaken by COUNTY under this Agreement.

12.5. Regulatory Capacity. Notwithstanding the fact that COUNTY is a political subdivision with certain regulatory authority, COUNTY's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If COUNTY exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall have occurred pursuant to COUNTY's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to COUNTY as a party to this Agreement.

12.6. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by COUNTY nor shall anything included herein be construed as consent by COUNTY to be sued by third parties in any matter arising out of this Agreement. COUNTY is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

12.7. Third Party Beneficiaries. Neither CITY nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

12.8. Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY: Office of Medical Examiner and Trauma Services
 Manager, Trauma Management Agency
 5301 SW 31st Avenue
 Fort Lauderdale, FL 33312

FOR CITY: City of Coconut Creek Fire Rescue
 Division Chief of EMS
 4800 Copans Road
 Coconut Creek, FL 33063

12.9. Designated Representative. The Designated Representative for CITY responsible for the administration of the Project under this Agreement, including submitting invoices to COUNTY, is Tony Chin.

12.10. Assignment. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by COUNTY'S Contract Administrator. Except for subcontracting approved by COUNTY in advance, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by CITY without the prior written consent of COUNTY. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit COUNTY to immediately terminate this Agreement, in addition to any other remedies available to COUNTY at law or in equity.

12.11. Conflicts. Neither CITY nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CITY'S loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the term of this Agreement, none of the CITY'S officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he, she, or CITY is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude CITY or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. In the event CITY is permitted, pursuant to this Agreement, to utilize Subcontractors to perform any services required by this Agreement, CITY shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as CITY.

12.12. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. COUNTY'S failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing and signed by an authorized signatory of the party granting the waiver.

12.13. Compliance with Laws. CITY and the Project must comply with all Applicable Laws including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

12.14. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

12.15. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either party.

12.16. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise

requires. Terms such as “herein,” “hereof,” “hereunder,” and “hereinafter,” refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

12.17. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 12 of this Agreement, the provisions contained in Articles 1 through 12 shall prevail and be given effect.

12.18. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS’ FEES AND COSTS OF THE OTHER PARTY TO CONTEST THE DEMAND FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

12.19. Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of the COUNTY and CITY. The County Administrator may execute amendments to this Agreement revising the Scope of Project set forth in Exhibit “A,” extending the term of this Agreement, and the Project Budget set forth in Exhibit “C,” in order to ensure utilization of EMS County Grant Funds that were underutilized in other EMS County Grant Program projects.

12.20. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

12.21. Survival. COUNTY'S right to monitor, evaluate, enforce, audit, and review shall survive the expiration or earlier termination of this Agreement.

12.22. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits A-F are incorporated into and made a part of this Agreement.

12.23. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Resolution #2021-531 on the 7th day December 2021, and CITY OF COCONUT CREEK signing by and through its Fire Chief, duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, through its
County Administrator

Signature

By _____
Bertha Henry

Print Name

_____ day of _____ 2022

Signature

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Print Name

Insurance requirements
Approved by Broward County
Risk Management Division

By _____
Adam Katzman (Date)
Senior Assistant County Attorney

By _____
Signature (Date)

Print Name and Title Above

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF COCONUT CREEK
FOR EMS COUNTY GRANT FUNDING; AGREEMENT NUMBER
22-OMETS-03 (PROJECT: PRE-HOSPITAL VENTILATOR)

CITY

WITNESSES:

CITY OF COCONUT CREEK

Signature

By _____
Signature

Print Name

Print Name and Title

Signature

____ day of _____, 2022

Print Name

CITY OF COCONUT CREEK

Rebecca A. Tooley, Mayor
____ day of _____, 2022

Karen M. Brooks, City Manager
____ day of _____, 2022

ATTEST:

APPROVED AS TO FORM:

Marianne Bowers, City Clerk
____ day of _____, 2022

Terrill C. Pyburn, City Attorney
____ day of _____, 2022

EXHIBIT "A"

SCOPE OF PROJECT

Name: CITY OF COCONUT CREEK
Project Name: Pre-Hospital Ventilator
Agreement: 22-OMETS-03

Scope of Project:

Coconut Creek Fire Rescue would utilize pre-hospital ventilators for Return of Spontaneous Circulation (ROSC) and pre-hospital survival statistics. People needing pre-hospital ventilators will be cultivated and monitored for improved patient outcomes by in-house Coconut Creek Fire Rescue EMS Division. This device is able to deliver a pre-selected rate and tidal volume of oxygen to patients in need of ventilatory assistance. It would remove the human factor from delivering an excessive amount (or not enough) tidal volume to have adequate chest rise and tissue re-perfusion without increasing intrathoracic pressure.

Training will consist of a didactics and hands on session and will be documented within Target Solutions training software for one hundred percent compliance.

EXHIBIT “B”
PROJECT SCHEDULE

Name: CITY OF COCONUT CREEK
Project Name: Pre-Hospital Ventilator
Agreement: 22-OMETS-03

PERIOD	ACTIVITY
1	Training site for operation and capabilities
3	Deployment of pre-hospital ventilators on apparatus
3	Monitor training for one hundred percent compliance
4	Evaluate patient outcomes
12	Close out grant

The Project Schedule above is in addition to the required reports set forth in Exhibit “F.”

EXHIBIT "C"

PROJECT BUDGET

Name: CITY OF COCONUT CREEK
 Project Name: Pre-Hospital Ventilator
 Agreement: 22-OMETS-03

A. Salaries and Benefits:

For each position title, provide the amount of salary per hour, FICA per hour, other fringe benefits, and the total number of hours.	Amount
TOTAL Salaries	N/A
TOTAL FICA	N/A
Grand total Salaries and FICA	N/A

B. Expenses: These are travel costs and the usual, ordinary, and incidental expenditures by an agency, such as, commodities and supplies of a consumable nature, excluding expenditures classified as operating capital outlay (see next category).

List the item and, if applicable, the quantity	Amount
N/A	N/A
TOTAL	N/A

C. Vehicles, Equipment, and other operating capital outlay means equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature with a normal expected life of one (1) year or more.

List the item and, if applicable, the quantity	Amount
Future expenses: Pneupac VR1 Services	As needed
Purchase: The Pneupac VR1 has been designed as a ventilator/resuscitator for medical personnel in the hospital, ambulance, fire, and police services, and also for use in industrial and commercial markets.	\$3599 per unit 5 units planned in the purchase \$17,995.00
Delivery charges, if any	N/A
TOTAL	\$17,995.00

EXHIBIT "D"

OUTCOMES/INDICATORS

Name: CITY OF COCONUT CREEK
 Project Name: Pre-Hospital Ventilator
 Agreement: 22-OMETS-03

Project	Activities	Outcomes	Indicators	Data Source	Data Collection Method
<p>The purchase and in-service training on pre-hospital ventilators for all paramedics employed with Coconut Creek (CCFR).</p>	<p>Although no match is required for this grant program, CCFR needs this equipment and will provide training funds if this grant is awarded.</p>	<p>ROSC and pre-hospital survival statics for persons needing pre-hospital ventilators will be cultivated and monitored for improved patient outcomes by in-house Coconut Creek Fire Rescue EMS Division. ROSC is the accepted gold standard benchmark for outcome measurement.</p>	<p>Training will consist of a didactic and hands on session and will be documented within Target Solutions training software for one hundred percent compliance.</p>	<p>Pre and post cardiac arrest data from mycares.org. This data was obtained by Margate Fire Rescue due to the fact the CCFR will assume fire rescue services on October 1, 2021. After the in service date, CCFR will compile and maintain any data pertaining to the grant.</p>	<p>Manual excel spread sheet, ESO, mycares.org cardiac outcomes utilizing the Utstein method for cardiac arrest.</p>

EXHIBIT "E"
COST REIMBURSEMENT INVOICE
OFFICE OF MEDICAL EXAMINER AND
TRAUMA SERVICES

1. CITY OF COCONUT CREEK Agreement Total - \$17,995.00		2. Vendor Identification Number Click or tap here to enter text.	3. County Agreement Number 22-OMETS-03
4 Date of Request	5. Reimbursement Requested: \$ Click or tap here to enter text.		6. Reimbursement Year to Date: \$ Click or tap here to enter text.
QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
		TOTAL	
<p>7. CERTIFICATION: I hereby affirm and certify that:</p> <p><input checked="" type="checkbox"/> REIMBURSEMENT BASIS: The costs reimbursed herewith have been incurred per the Agreement, that all invoices submitted for cost reimbursement have met Program eligibility requirements, and that sufficient written information is available to document contract compliance, or</p> <p><input type="checkbox"/> PAY DIRECTLY TO VENDOR: The costs herewith have been incurred per the Agreement, that all vendor invoices submitted for payment have met Program eligibility requirements, and that sufficient written information is available to document contract compliance.</p> <p>Authorized Signatory: <u>Tony Chin, Division Chief of EMS</u> 8. Signature: _____ (Type Name and Title)</p> <p>9. Date: _____</p>			
FOR COUNTY USE ONLY			
Fund Number	Agency Number	Unit Number	Object Number
Date Invoice Received from Agency		Invoice Reviewed By	Date
Date Forwarded to Accounting		Invoice Approved By	Date

EXHIBIT "F"

REQUIRED REPORTS AND SUBMISSION TIMELINE

	<u>Description of Report(s)</u>	<u>Required Submission Timeline</u>
1.	Current Certificate of Insurance	One (1) copy due with signed Agreement.
2.	Copy of Purchase Order	Submit to Contract Administrator with Cost Reimbursement Invoice (Exhibit "E").
3.	Cost Reimbursement Invoice (Exhibit "E")	Submit two (2) copies to the Contract Administrator as the Project, or a portion of the Project is completed.
4.	EMS Property Receipt (Exhibit "E," Attachment 1)	Submit to Contract Administrator with Cost Reimbursement Invoice (Exhibit "E"), if there are any Participating Agency(ies).
5.	Outcomes/Indicators Report (Exhibit "D")	Submit to Contract Administrator within one (1) year of Project completion.