

DOCUMENT ROUTING FORM

P3 10-19-2012

NAME OF DOCUMENT: AGREEMENT BETWEEN BROWARD COUNTY AND CITY FOR EMS COUNTY
GRANT FUNDING FOR VIDEO LARYNGOSCOPESRECEIVED
CENTRAL ACCOUNTING1/11/13
processed
original

Approved Comm. Mtg. on October 2, 2012 CAM# 12-1262

ITEM: ☐ M - ☐ PH - ☐ O -2012 OCT -8 PM 2:43
☐ CR - 3 ☐ RRouting Origin: ☐ CAO ☐ ENG. ☐ COMM. DEV. ☐ OTHERAlso attached: ☐ copy of CAR ☐ copy of document ☐ ACM Form ☐ # originals

By:

JoAnn Lorber

Initials

forwarded to:

1.) Approved as to Content:

Department Director

Please Check the proper box: CIP/FUNDED ☐ YES ☒ NO

Capital Improvement Projects

Capital Improvements defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

2.) Approved as to Funds Available: by

Finance Director

Date:

10/9/12

Florida DH via Broward
County via EMS County
Grant Program

Amount Required by Contract/Agreement \$42,545.00

Funding Source:

Dept./Div.

Fire-Rescue/EM

Index/Sub-object

GEMS Video 11
Subobject

Project #

3946 and 3999

3.) City Attorney's Office: Approved as to Form:#

Originals to City Mgr. By:

Harry A. Stewart

Cole Copertino

Robert B. Dunckel

Ginger Wald

D'Wayne Spence

Paul G. Bangel

Carrie Sarver

DJ Williams-Persad

4.) Approved as to content: Assistant City Manager:

By:

Stanley Hawthorne, Assistant City Manager

By:

Susanne Torriente, Assistant City Manager

5.) City Manager: Please sign as indicated and forward originals to Mayor.

6.) Mayor: Please sign as indicated and forward originals to Clerk.

7.) To City Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

8.) City Clerk: forward originals of document to: Jo-Ann Lorber

☒ Original Route form to Glynis Burney☐ Attach certified copies of Reso. # ☐ Fill-in date

2012 OCT 11 PM 2:19

RECEIVED
H. LAUDERDALE
CITY ATTORNEY'S OFFICE



OFFICE OF MEDICAL EXAMINER AND TRAUMA SERVICES

5301 SW 31 Avenue • Fort Lauderdale, Florida 33312 • 954-357-5200 • FAX 954-327-6580

CITY CLERK

2012 DEC 12 AM 9: 0

MEMORANDUM

DATE: December 10, 2012

TO: Chief Jo-Ann Lorber
Fort Lauderdale Fire-Rescue Department

FROM: Cheryl Rashkin
Manager, Trauma and EMS Section
Office of Medical Examiner and Trauma Services

SUBJECT: Agreement #11-OMETS-8261-01(12) between Broward County and City
of Fort Lauderdale for EMS County Grant Funding on Project: Video
Laryngoscopes

Enclosed, please find one (1) executed original of subject Addendum for EMS County Grant Funding.

Should you require further assistance please contact me at 954-357-5234 or crashkin@broward.org.

2012 DEC 12 AM 9:12

CITY CLERK

AGREEMENT

Between

BROWARD COUNTY

and

CITY OF FORT LAUDERDALE, FLORIDA

for

EMS COUNTY GRANT FUNDING

Agreement Number – 11-OMETS-8261-01(12)

Project:

Video Laryngoscopes

AGREEMENT

Between

BROWARD COUNTY

and

CITY OF FORT LAUDERDALE, FLORIDA

for

EMS COUNTY GRANT FUNDING

Agreement Number – 11-OMETS-8261-01(12)

Project:

Video Laryngoscopes

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, on behalf of its Fire-Rescue Department hereinafter referred to as "CITY."

WHEREAS, pursuant to Section 401.101, et. seq., Florida Statutes, and Section 64J-1.015, et. seq., Florida Administrative Code, as may be amended from time to time, COUNTY is the recipient of "Emergency Medical Services (EMS) County Grant Program" Funds to be used for the improvement and expansion of pre-hospital emergency medical services in Broward County; and

WHEREAS, COUNTY has allocated a portion of the Fiscal Year 2011 "Emergency Medical Services County Grant Program" Funds for the purpose(s) described herein and in Exhibit "A," Scope of Project, in accordance with Chapter 401, Part II, Florida Statutes, as may be amended from time to time; and

WHEREAS, COUNTY and CITY desire to enter into this Agreement to provide for the implementation of the Project referenced herein; NOW, THEREFORE,

WITNESSETH: In consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and CITY agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

- 1.1 **Agreement** - means this document, Articles 1 through 14, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 **Application** – The EMS County Grant Application submitted by CITY for the award of EMS County Grant Funds.
- 1.3 **Board** - The Broward County Board of County Commissioners as the governing body for Broward County, Florida.
- 1.4 **Contract Administrator** - The Office of Medical Examiner and Trauma Services, Trauma Management Agency Director or Trauma and EMS Section Manager. The primary responsibilities of the Contract Administrator are to coordinate and communicate with CITY and to manage and supervise execution and completion of the Scope of Project and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Project.
- 1.5 **County Administrator** – The administrative head of COUNTY pursuant to Sections 3.02 and 3.03 of the Broward County Charter
- 1.6 **County Attorney** - The chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter
- 1.7 **Participating Agency** – Agency(ies) that join in CITY's Application for the Project and sign the "ADDENDUM TO EMS COUNTY GRANT FUNDING AGREEMENT FOR PARTICIPATING AGENCY," attached hereto as Exhibit "G", when applicable.
- 1.8 **Project** – Shall refer to the activity submitted for funding through the Application, and identified in Exhibit "A," Scope of Project.

ARTICLE 2

SCOPE OF PROJECT

- 2.1 CITY shall perform the EMS Grant Project described in Exhibit "A," Scope of Project, in a manner satisfactory to COUNTY, within the time period specified in Exhibit "B," Project Schedule, and within the budget proposed in Exhibit "C,"

Project Budget, achieving outcomes identified in Exhibit "D," Outcomes/Indicators. The location of the Project is in Broward County, Florida.

- 2.2 The parties agree that the Scope of 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.

ARTICLE 3

TERM

The term of this Agreement shall commence on the date of complete execution by both parties ("Effective Date"), and continue through September 30, 2013 ("Initial Term"). This Agreement may be extended for up to one (1) year at the sole option of COUNTY's Contract Administrator. Any such exercise of an option to extend the term of this Agreement as provided for herein shall be done in writing by COUNTY's Contract Administrator and CITY prior to the expiration of the then current term. The Initial Term and any extension to the term shall be collectively referred to as "Agreement Term." If the Initial Term of this Agreement and/or any extension of the term of this Agreement goes beyond a single fiscal year of COUNTY, any continuation of this Agreement beyond the end of any such fiscal year shall be subject to the appropriation and availability of Funds of COUNTY in accordance with Chapter 129, Florida Statutes, as amended from time to time.

ARTICLE 4

FUNDING AND METHOD OF PAYMENT

- 4.1 COUNTY shall provide funding to CITY, in an amount not to exceed FORTY-TWO THOUSANDFIVE HUNDRED FORTY-FIVE Dollars (\$42,545.00) ("Funds") in the manner described below to complete the Project pursuant to this Agreement:

☒ to CITY on a reimbursement basis.

☐ to the Vendor on behalf of CITY.

- 4.2 COUNTY's obligation to disburse any of the Funds to CITY is predicated upon the availability and payment of Funds in an equal amount provided by the State of Florida, Department of Health, Bureau of Emergency Medical Services.

- 4.3 The Director of Trauma Management Agency, ("Director"), or Trauma and EMS Section Manager, ("Manager"), Office of Medical Examiner and Trauma Services, has the authority, in his/her sole discretion, to make any adjustments to: (a) the maximum Funds allocated under this Agreement; and (b) payment

schedules, if any, throughout this Agreement's Term. Such authority and discretion are to be exercised for the purpose of maximizing expenditure of COUNTY Funds. Such adjustments may be triggered by underutilization by CITY; availability of Funds; or any other reason in furtherance of the objectives of COUNTY's Office of Medical Examiner and Trauma Services. Such adjustments may be made in writing and signed by the Director or Manager on behalf of COUNTY notifying CITY in writing of such adjustments (including corresponding revisions to Exhibit "A," Scope of Project, Exhibit "B," Project Schedule, and to Exhibit "C," Project Budget) at least ten (10) calendar days prior to its effective date.

4.4 In the event Funds are to be disbursed to CITY by COUNTY on a reimbursement basis:

- A. The Funds shall be disbursed to CITY upon CITY's presentation of paid receipts relative to the Project evidencing expenses incurred by CITY during the term of this Agreement. The receipts shall be detailed and include the Vendor's name and address.
- B. All requests for payments submitted by CITY shall be set forth on the Cost Reimbursement Invoice form, attached hereto as Exhibit "E," which shall be signed by CITY's duly authorized individual.
- C. All payments by COUNTY to CITY shall be made solely in the name of CITY as the official payee. CITY has provided COUNTY with the name, address, and federal identification number of the official payee to whom reimbursement should be made as follows:

Name: Fire Chief
Agency: Fort Lauderdale Fire-Rescue Department
Address: 528 Northwest 2nd Street
Fort Lauderdale, FL 33311-9108

Telephone number: 954-828-6800

CITY shall provide its federal identification number on a form provided by COUNTY's Contract Administrator at the time of CITY's execution of this Agreement.

4.5 In the event Funds are to be disbursed to the Vendor on behalf of CITY:

- A. The Funds shall be disbursed to the Vendor on behalf of CITY upon CITY's presentation of the Vendor's invoice(s) relative to the Project evidencing such expenses incurred during the term of this Agreement and proof of delivery of the item(s) to CITY or Participating Agency, if applicable, has occurred. The invoice(s) shall be detailed and include the Vendor's name and address, product specifications, place of delivery and

certification by CITY or Participating Agency, if applicable, that it has received the item(s) which is the subject of the Project.

B. All requests for payments submitted by CITY shall be set forth on the Cost Reimbursement Invoice form, attached as Exhibit "E," which shall be signed by a duly authorized individual of CITY.

- 4.6 In the event CITY initially elects to have payments made directly to the Vendor on behalf of CITY as provided for in Section 4.1 above, CITY shall have the right to notify COUNTY in writing that it desires to convert payment to a reimbursement basis as described in Section 4.1 above without the necessity of a formal amendment being executed. CITY acknowledges that its ability to convert the method of funding is a one-time election and CITY will not be permitted to convert back. This election shall be made in writing to the Contract Administrator by authorized individual for CITY.
- 4.7 CITY shall use the Funds solely for the purposes described above and referenced in Exhibit "A," Scope of Project.
- 4.8 CITY, where Participating Agency does not take title to the item(s), commodity(ies) or property, collectively referred to as the("Property"), shall not sell or otherwise dispose of the Property acquired under this Agreement prior to the end of the useful life of said Property, unless CITY obtains the prior written consent from COUNTY. In such event where prior written consent is granted by COUNTY, CITY shall be required to refund to COUNTY any and all Funds provided to CITY, or Participating Agency, if applicable, prior to such sale or other disposition of the Property. COUNTY has the right but not the obligation to require CITY, or Participating Agency, if applicable, to transfer to COUNTY the Property purchased with Funds provided under this Agreement in lieu of CITY paying back COUNTY any Funds required as provided for in this section. CITY may not transfer, sell, or in any way have delivered any of the Property to a Participating Agency which has not fully and properly executed an Addendum to EMS County Grant Funding for Participating Agency, as described in Section 1.7 above.
- 4.9 Failure of CITY to provide in a timely manner any required reports or documentation as required in this Agreement and specifically Exhibit "F," Required Reports and Submission Dates, or any misuse of Funds provided, shall be deemed a breach of this Agreement and shall require CITY to return all unexpended Funds to COUNTY. CITY shall additionally be responsible for reimbursing COUNTY for any and all Funds spent by CITY in violation of this Agreement.
- 4.10 Ownership of any and all of the Property purchased by or on behalf of CITY pursuant to this Agreement shall be by CITY, unless otherwise described herein. For Property that Participating Agency does not take title, CITY shall be responsible for obtaining the proper insurance, licensing, permitting and for maintaining said Property. CITY shall maintain and operate the Property through

the useful life of same; and when the Property is no longer usable, it may be disposed of in the customary manner in accordance with CITY's procedures for same.

- 4.11 CITY may submit invoices as accrued. CITY shall submit the final invoice no later than thirty (30) calendar days after the ending date of the term of this Agreement. COUNTY shall pay CITY or Vendor, as applicable, within thirty (30) calendar days of receipt of the invoice for reimbursement or payment of expenditures, as provided for above, in accordance with COUNTY's Prompt Payment Ordinance (Sec. 1-51.6, Broward County Code, as may be amended from time to time).

ARTICLE 5

MONITORING AND REQUIRED REPORTS/FINANCIAL STATEMENTS

- 5.1 CITY is subject to and shall comply with any and all requirements contained in State law, and in the agreement between the State and COUNTY regarding the EMS Grant Funds, including the terms and conditions of the Application, incorporated herein by reference.
- 5.2 CITY shall, to the extent permitted by law, maintain and make available within ten (10) calendar days of the request for inspection and audit by COUNTY officials, all books, reports, documentation and records of any kind of nature required by COUNTY or the State of Florida regarding this Project for the useful life of any of the Property acquired with respect to the Project, including program activities, pursuant to time frames set out by COUNTY or the State of Florida.
- 5.3 CITY shall file a financial report, signed by the duly authorized individual, no later than thirty (30) calendar days after the end of this Agreement. This report shall disclose Funds expended by CITY for the categories set forth in the line item budget, with copies of supporting documentation evidencing the purpose and payments of invoices from CITY's Purchasing and Accounting Departments.
- 5.4 CITY shall assign appropriate staff as necessary to attend periodic meetings with COUNTY, as requested by COUNTY, to assess the Project status.
- 5.5 CITY understands and agrees that monitoring reports generated periodically by designated COUNTY staff shall be considered as a factor in evaluating future funding requests from CITY.
- 5.6 COUNTY shall have the right to audit the books, records, and accounts of CITY that are related to this Project for a period of six (6) years from the conclusion of the State of Florida audit period, as defined by the State during which the Project occurred, of any of the Property acquired with respect to the Project. CITY shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

- 5.7 Failure by CITY, or Participating Agency, if applicable, to timely provide any required reports or documentation, as required by COUNTY, shall be deemed a breach of this Agreement by CITY, or Participating Agency, as applicable.
- 5.8 The provisions of this Article 5 shall survive the expiration or earlier termination of this Agreement.

ARTICLE 6

EQUAL OPPORTUNITY EMPLOYMENT COMPLIANCE

- 6.1 CITY shall not make any decisions regarding eligibility of services based upon or in consideration of race, age, religion, color, gender, gender identity and expression, pregnancy, national origin, marital status, sexual orientation, political affiliations, physical or mental disability of other factors which cannot be lawfully or appropriately used as a basis for service delivery.
- 6.2 CITY shall comply with Title I and Title II of the Americans with Disabilities Act of 1990 regarding nondiscrimination on the basis of disability in employment and in state and local government services, in the course of providing any services funded in whole or in part by COUNTY.
- 6.3 CITY shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½, as may be amended from time to time) in performing any services under this Agreement.

ARTICLE 7

LIABILITY

CITY is a state agency, public body politic or political subdivision of the State of Florida, as defined in Chapter 768.28, Florida Statutes, as amended from time to time, and agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment or agency, and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by any CITY to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or under this Agreement.

ARTICLE 8

INSURANCE

CITY is a state agency, public body politic or political subdivision of the State of Florida, as defined by Section 768.28, Florida Statutes, as amended from time to time, CITY shall furnish to the Office of Medical Examiner and Trauma Services, Trauma and EMS Section one (1) copy of written verification of liability protection in accordance with Section 768.28, Florida Statutes, as amended from time to time, prior to final execution of this Agreement. Additionally, if CITY elects to purchase any additional liability coverage including excess liability coverage, CITY agrees that the Broward County will be listed as the certificate holder and included as an additional named insured on the certificate.

ARTICLE 9

TERMINATION OF AGREEMENT

- 9.1 This Agreement may be terminated for cause by action of the Board or by CITY if the party in breach has not corrected the breach within thirty (30) calendar days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience at any time by the Office of Medical Examiner and Trauma Services, Trauma Management Agency Director upon not less than ninety (90) calendar days prior written notice by the Director. This Agreement may also be terminated by the Office of Medical Examiner and Trauma Services, Trauma Management Agency Director upon such notice as the Director deems appropriate under the circumstances in the event the Director determines that termination is necessary to protect the public health, safety, or welfare.
- 9.2 In the event COUNTY terminates this Agreement for cause, which includes noncompliance with the terms and conditions of the Application, CITY shall be required to repay COUNTY in full all Funds disbursed to CITY prior to the date of termination. Failure to comply with these terms and conditions shall result in COUNTY declaring CITY ineligible for further participation in the EMS Grant Program until such time as CITY complies therewith.
- 9.3 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 notice of termination can be retained by CITY for the purposes specified herein. In the event CITY terminates this Agreement for convenience, any compensation paid by COUNTY to CITY under this Agreement prior to the notice of termination shall be refunded in full to COUNTY.
- 9.4 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement, except that notice of termination by COUNTY's Office of Medical Examiner and Trauma Services, Trauma Management Agency

Director which the Director deems necessary to protect the public health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

ARTICLE 10

REPRESENTATIONS AND ACKNOWLEDGEMENTS

CITY acknowledges that all activities or services provided under this Agreement, and pursuant to the Project, shall be by and through employees and agents of CITY as an independent contractor, and subject to the supervision by CITY and not as officers, employees or agents of COUNTY. This Agreement shall not constitute or make the parties a partnership or joint venture. Personnel policy, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, purchasing policies and any other similar administrative procedures applicable to services rendered under this Agreement shall be those of the respective party.

ARTICLE 11

NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

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

FOR CITY: Fort Lauderdale Fire-Rescue Department
Fire Chief
528 Northwest 2nd Street
Fort Lauderdale, FL 33311-6843

ARTICLE 12

CITY'S DESIGNATED REPRESENTATIVE

The Designated Representative of CITY responsible for the administration of the Project under this Agreement, including submitting invoices to COUNTY is Captain Jo-Ann Lorber.

ARTICLE 13

FINANCIAL RESPONSIBILITY

- 13.1 CITY hereby gives COUNTY, through any authorized representative, access to, and the right to, examine all records, books, papers, or documents relating to the Project
- 13.2 CITY hereby agrees to maintain books and records in accordance with Generally Accepted Accounting Principles and properly reflect all expenditures of funds provided by COUNTY under this Agreement.
- 13.3 CITY agrees and understands that all funding authorized under this Agreement shall be used only for eligible activities specifically outlined in this Agreement. CITY agrees to reimburse COUNTY any and all funds not used in strict compliance with this Agreement.
- 13.4 Within thirty (30) days of receipt by CITY, CITY shall provide to COUNTY on an annual basis the Single Audit Report prepared by an independent certified public accountant showing that there are sufficient and acceptable internal controls over the administration of the CITY's grants. The Single Audit Report will encompass the controls over grants in general without reference to any specific grant award.
- 13.5 Failure of CITY to meet these financial reporting requirements shall result in suspension of payment under this Agreement or any subsequent grant agreement in effect, and disqualify CITY from obtaining future grant awards until such financial statements are received and accepted by COUNTY.

ARTICLE 14

MISCELLANEOUS PROVISIONS

- 14.1 Materiality and Waiver of Breach. COUNTY and CITY agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. No waiver

of any provision of this Agreement shall be effective unless it is in writing, signed by COUNTY's Contract Administrator for COUNTY and CITY's Designated Representative for CITY and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver.

- 14.2 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. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **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.**
- 14.3 Merger. This document incorporates and includes all prior negotiations, correspondences, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are not commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- 14.4 Amendments. COUNTY and CITY agree that no modification, alternation or amendment in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by CITY and the Board of County Commissioners, except as otherwise provided for herein. The County Administrator for COUNTY may execute amendments containing modification(s), amendment(s), or alteration(s) to the terms and conditions of this Agreement where there is a change to Exhibit A," Scope of Project and/or ARTICLE 4, "FUNDING AND METHOD OF PAYMENT," to reduce the Contract Amount COUNTY's Contract Administrator may adjust Exhibit "B," Project Schedule and/or Exhibit "C," Project Budget upon written request of CITY to better facilitate the conditions of the grant.
- 14.5 Joint Preparation. The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the others.
- 14.6 Audit Right and Retention of Records. COUNTY shall have the right to audit the books, records, and accounts of CITY related to the Projects. CITY shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

CITY shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to the Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Statutes, as may be amended from time to time), if applicable, for a minimum period of five (5) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or five (5) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to CITY's records, CITY shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CITY. 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.

CITY agrees, as a condition to receiving State Financial Assistance, as defined in the Florida Single Audit Act, to allow the state awarding agency, the comptroller, and the Auditor General access to its records as required by Section 215.97, Florida Statutes, Florida Single Audit Act, as may be amended from time to time.

- 14.7 Severance. In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or CITY elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- 14.8 Compliance with Laws. The parties shall comply with all federal, state and local laws, codes, ordinances, rules and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 14.9 Priority of Provision. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 14 of this Agreement shall prevail and be given effect.
- 14.10 Survival. Either party's right to monitor, evaluate, enforce, and insure, audit and review, and any assurances and items of financial responsibility shall survive the expiration or earlier termination of this Agreement. Any provision of this Agreement which contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive termination or expiration of this Agreement and be enforceable.
- 14.11 Third Party Beneficiaries. Neither CITY nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Notwithstanding that exception, the parties agree that there are no third party beneficiaries to this

Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or CITY under this Agreement.

14.12 Assignment. Neither party to this Agreement shall assign this Agreement in whole or in part without the written consent of the other. However, this Agreement shall run to COUNTY or its successors.

14.13 Incorporation by Reference. The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits "A," "B," "C," "D," "E" and "F" are incorporated into and made a part of this Agreement.

CITY agrees to abide by all of the covenants and representations contained in the EMS County Grant Application submitted by CITY upon which COUNTY relied upon to enter into this Agreement and CITY agrees that such covenants and representations in the Application shall become a part of, form, and be incorporated by reference into this Agreement. If the Application, or any portion of such Application, conflicts with this Agreement, this Agreement shall control and govern the interpretation of any conditions and terms.

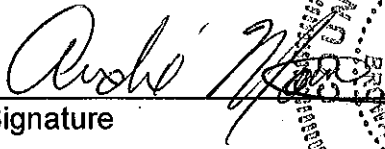
14.14 Multiple Originals. This Agreement may be fully executed in three (3) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

(The remainder of page is intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized by Resolution #2011-108 to execute same by Board action on the 29th day of March, 2011 and CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, signing by and through its Mayor, duly authorized to execute same.

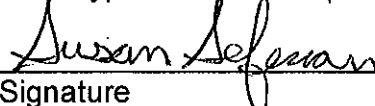
COUNTY

WITNESSES:


Signature

ANDRÉ MORRELL

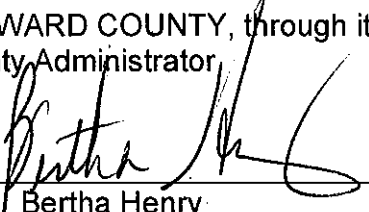
Print/Type Name Above


Signature

SUSAN SEFERIAN

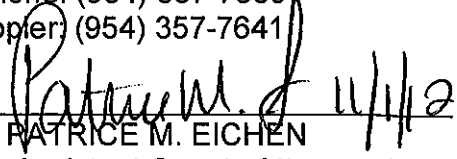
Print/Type Name Above

BROWARD COUNTY, through its
County Administrator


Bertha Henry
County Administrator

5th day of November, 2012

Approved as to form by
Office of County Attorney
Broward County Florida
JONI ARMSTRONG COFFEY
County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: 
PATRICE M. EICHEN
Assistant County Attorney (Date)

Approved as to Insurance
Requirements by Risk Management
Division

By: 
Risk Management Division (Date)

Jacqueline A. Blinn

Name/Title of Authorized Signature
Risk Insurance and

Contracts Manager

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE,
FLORIDA FOR EMS COUNTY GRANT FUNDING

CITY

CITY OF FORT LAUDERDALE, FLORIDA

By: _____



Mayor

18 day of October, 2012

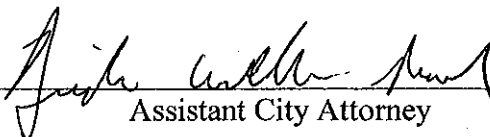
By: _____



City Manager

APPROVED AS TO LEGAL SUFFICIENCY:

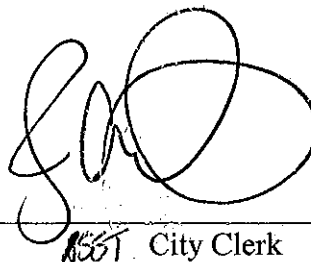
By: _____



Assistant City Attorney

ATTEST:

By: _____



City Clerk

EXHIBIT "A"

SCOPE OF PROJECT

Name: City of Fort Lauderdale, Florida

Project Name: Video Laryngoscopes

Agreement: 11-OMETS-8261-01(12)

I. Scope of Project:

This project will purchase video laryngoscopes which will allow good visualization of the glottis during intubation. This will directly impact safety, efficiency and morbidity. The video laryngoscopes will also be useful with morbidly obese patients, pediatrics and neonatal patients.

CITY will be reimbursed for line items and in the amounts reflected in Exhibit "C," Project Budget.

CITY is required to submit an EMS Grant Expenditure Report disclosing Funds expended for the categories set forth in the project budget, with copies of supporting documentation and bill of lading(s) when commodities are secured and the project is complete.

II. Amount for Term of Agreement: \$ 42,545.00

III. Outcomes/Indicators: Outcomes and Indicators for Project are attached as Exhibit "D."

IV. Other Requirements – Final outcome report per Exhibit "F" after Project is placed into the Broward County EMS system validating expansion and/or improvement based on grant projections within one (1) year of implementation.

EXHIBIT "B"

PROJECT SCHEDULE

Name: City of Fort Lauderdale, Florida

Project Name: Video Laryngoscopes

Agreement: 11-OMETS-8261-01(12)

PERIOD	ACTIVITY
Month 1	Evaluate video Laryngoscope devices
Months 2 – 4	Purchase equipment and train users
Months 5 – 12	Install equipment and document intubations
Month 12	Submit invoices; complete and submit activity reports

EXHIBIT "C"

PROJECT BUDGET

Agreement number: 11-OMETS-8261-01(12)

Project: Video Laryngoscopes

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	
Grand total Salaries and FICA	

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
Project:	\$
TOTAL	\$

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
Video Laryngoscopes with disposable blades	\$ 42,545.00
TOTAL	\$ 42,545.00
Grand Total	<u>\$ 42,545.00</u>

EXHIBIT "D"

OUTCOMES/INDICATORS

Name: City of Fort Lauderdale, Florida
 Project Name: Video Laryngoscopes
 Agreement 11-OMETS-8261-01(12)

Project	Activities	Outcomes	Indicators	Data Source	Data Collection Method
Video Laryngoscopes	Purchase video laryngoscopes and train personnel	1) Improve the number of successful oral/nasotracheal intubations from 56% to 90% 2) Decrease morbidity and mortality of patients 3) Improve paramedics difficult airway skills	1) Reports showing increase in unsuccessful oral/nasotracheal intubations when difficult or complex airways are involved 2) Increase confidence level when doing oral/nasotracheal intubations	1) Electronic Medical Reports 2) Intubation Analysis Reports	1) Daily and weekly QA meetings 2) Monthly departmental CQI meetings 3) Monthly Trauma CQI Meetings

EXHIBIT "E"

OFFICE OF MEDICAL EXAMINER AND TRAUMA SERVICES COST REIMBURSEMENT INVOICE

1. City of Fort Lauderdale, Florida Agreement Total - \$ 42,545.00		2. Vendor Identification Number Click here to enter text.		3. County Agreement Number 11-OMETS-8261-01(12)	
4 Date of Request		5. Reimbursement Requested: \$ Click here to enter text.		6. Reimbursement Year to Date: \$ Click here to enter text.	
QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT		
		TOTAL			
7. CERTIFICATION: I hereby affirm and certify that: ☒ REIMBURSEMENT BASIS: the costs reimbursed herewith have been incurred per 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 ☐ PAY DIRECTLY TO VENDOR: the costs herewith have been incurred per agreement, that all vendor invoices submitted for payment have met program eligibility requirements, and that sufficient written information is available to document contract compliance. Approved Signatory: _____ 8. Signature: _____ 9. Date: _____ (Type Name and Title)					
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		

OMETS
EMS COUNTY GRANT
FT. LAUDERDALE: 11-OMETS-8261-01(12)

20

FY 2011