

AGREEMENT

Between

BROWARD COUNTY

and

TOWN OF DAVIE

for

EMS COUNTY GRANT FUNDING

Agreement Number -14-OMETS-8340(07)

Project: Mass Casualty Incident (MCI) Equipment

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Between

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and

TOWN OF DAVIE

for

EMS COUNTY GRANT FUNDING

Agreement Number - 14-OMETS-8340(07)

Project: Mass Casualty Incident (MCI) Equipment

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

TOWN OF DAVIE, a municipal corporation of the State of Florida, hereinafter referred to as "TOWN," collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, 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

WHEREAS, COUNTY has allocated a portion of Fiscal Year 2014 EMS County Grant Program Funds to TOWN and Participating Agency(ies) as defined herein, for the Project described herein; and

WHEREAS, the Parties desire to enter into this Agreement providing for the implementation of the Project in accordance with the terms set forth herein; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement** - This document, Articles 1 through 11, the exhibits and documents that are expressly incorporated by reference.
- 1.2 **Application** - The EMS County Grant Application submitted by TOWN for the award of EMS County Grant Funds.
- 1.3 **Board** - The Board of County Commissioners of Broward County, Florida.
- 1.4 **Contract Administrator** - The Office of Medical Examiner and Trauma Services, Trauma Management Agency Manager. The primary responsibilities of the Contract Administrator are to coordinate and communicate with TOWN and to manage and supervise execution and completion of the 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 Project.
- 1.5 **County Administrator** - The administrative head of COUNTY appointed by the Board.
- 1.6 **County Attorney** - The chief legal counsel for COUNTY appointed by the Board.
- 1.7 **OMETS** - The Office of Medical Examiner and Trauma Services.
- 1.8 **Participating Agency** - The agency(ies) that join in TOWN's Application for the Project and execute an "Addendum to EMS County Grant Funding Agreement" with COUNTY, in substantially the form attached as Exhibit "G."
- 1.9 **Project** - The EMS Grant Project submitted by TOWN in its Application, which is incorporated herein by reference.

ARTICLE 2

PROJECT

- 2.1 TOWN 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.
- 2.2 The Project is a description of TOWN's obligations and responsibilities and includes 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 TOWN impractical, illogical, or unconscionable.
- 2.3 All duties, obligations, and responsibilities of TOWN required by this Agreement shall be completed no later than the end of the Agreement Term provided for in Article 3 herein. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 3

TERM

The term of this Agreement shall commence on the date of complete execution by the Parties ("Effective Date"), and continue for a term of one (1) year ("Initial Term"). This Agreement may be extended for up to two (2) years ("Extension Term") upon mutual agreement of the Parties by providing written notice in accordance with the "NOTICES" section of this Agreement. The Initial Term and any extension to the term shall be collectively referred to as "Agreement Term." If the Initial Term of this Agreement or any extension to 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.

ARTICLE 4

FUNDING AND METHOD OF PAYMENT

- 4.1 COUNTY shall provide an amount not to exceed Eight Thousand Eight Hundred Sixty Dollars (\$8,860.00) ("Funds") in the manner described below to complete the Project in accordance with the terms of this Agreement:

to TOWN on a reimbursement basis.

to the Vendor on behalf of TOWN.

- 4.2 COUNTY's obligation to disburse any Funds to TOWN is predicated upon the availability and payment of Funds in an equal amount provided by DOH.
- 4.3 TOWN shall use the Funds solely for the purposes described in this Agreement.
- 4.4 The Contract Administrator has the authority, in his/her 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.
- 4.5 In the event Funds are paid to TOWN on a reimbursement basis, the following shall apply:
- A. TOWN 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 TOWN shall be set forth on the Cost Reimbursement Invoice form, attached as Exhibit "E," and shall be signed by TOWN'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 proof of delivery of the item(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. All payments by COUNTY to TOWN shall be made solely in the name of TOWN. The name, address, and federal identification number of the official payee for TOWN to whom reimbursement shall be made is as follows:

Name: Fire Chief
Agency: Town of Davie
Fire-Rescue Department
Address: 6901 Orange Drive
Davie, Florida 33314

Telephone number: 954-797-1189

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

- 4.6 In the event Funds are paid directly to the Vendor on behalf of TOWN, the following shall apply:
- A. TOWN may submit invoices for reimbursement to the Vendor 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 TOWN shall be set forth on the Cost Reimbursement Invoice form, attached as Exhibit "E," and shall be signed by TOWN'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 proof of delivery of the Property to the Participating Agency(ies) identified on Exhibit "E," Attachment 1, Property Receipt, if applicable.
 - C. 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.
- 4.7 In the event TOWN initially elects to have payments made directly to the Vendor as provided for in Section 4.1, TOWN's Designated Representative shall have the right to notify COUNTY in writing, in accordance with the "NOTICES" section of this Agreement, that it desires to convert payment to a reimbursement basis as described in Section 4.1 without the necessity of a formal amendment being entered into by the Parties. TOWN's ability to convert the method of funding shall be a one-time election, and TOWN shall not be permitted to convert the method of funding back.
- 4.8 Failure of TOWN 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 TOWN to return all unexpended Funds to COUNTY. TOWN shall further be responsible for reimbursing COUNTY for any Funds expended by TOWN in violation of this Agreement.
- 4.9 TOWN shall own all Property purchased by, or on behalf of TOWN, pursuant to this Agreement, excluding Property provided to a Participating Agency under the Addendum to EMS County Grant Funding, if applicable. TOWN 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 TOWN's procedures for same.

4.10 COUNTY shall pay TOWN or the Vendor, as applicable, within thirty (30) calendar days of receipt of TOWN'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 form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of TOWN to comply with a term, condition, or requirement of this Agreement.

ARTICLE 5

LIABILITY

TOWN is a state agency subject to the limitations set forth in Section 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. 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.

ARTICLE 6

INSURANCE

TOWN is a state agency subject to Section 768.28, Florida Statutes, and shall furnish the Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this Agreement. Additionally, if TOWN elects to purchase excess liability coverage, Broward County, shall be named as an additional insured and certificate holder under said policy, and COUNTY shall be notified of said coverage and provided evidence of same.

ARTICLE 7

TERMINATION OF AGREEMENT

7.1 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 written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience at any time by the Contract Administrator upon not less than ninety (90) calendar days' prior written notice. Termination for convenience shall be effective on the termination date stated in the written notice provided by COUNTY, which date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the Contract Administrator upon such notice as the Contract Administrator deems appropriate under the circumstances in the event the Contract 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, which shall be effective thirty (30) days after such notice of termination for cause is provided.

- 7.2 This Agreement may be terminated for cause for reasons including, but not limited to, TOWN's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if TOWN is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if TOWN provides a false certification submitted pursuant to Section 287.135, Florida Statutes.
- 7.3 In the event COUNTY terminates this Agreement for cause, which includes noncompliance with the terms set forth in the Application, TOWN shall be required to repay COUNTY in full all Funds disbursed to TOWN prior to the effective date of termination and shall result in COUNTY declaring TOWN ineligible for further participation in the EMS Grant Program.
- 7.4 In the event COUNTY terminates this Agreement for convenience, any Funds paid to TOWN in accordance with the terms of this Agreement prior to the effective date of termination may be retained by TOWN for the Project, if already earned. In the event TOWN terminates this Agreement for convenience, any Funds paid by COUNTY to TOWN under this Agreement prior to the effective date of termination shall be refunded in full to COUNTY, if not already earned.
- 7.5 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement, except that notice of termination by the Contractor Administrator which the Contract Administrator 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.
- 7.6 In the event this Agreement is terminated for any reason, any Funds due TOWN shall be withheld by COUNTY until all documents are provided to COUNTY pursuant to Section 11.1 of Article 11.

ARTICLE 8

TOWN'S DESIGNATED REPRESENTATIVE

The Designated Representative for TOWN responsible for the administration of the Project under this Agreement, including submitting invoices to COUNTY, is TOWN's Assistant Chief Julie Downey.

ARTICLE 9

FINANCIAL STATEMENTS/MANAGEMENT LETTERS

- 9.1 TOWN shall provide the Contract Administrator two (2) copies of TOWN's audited financial statements and any management letter(s) thereby generated as it relates to funding provided under this Agreement and TOWN's response to any management letter(s). The audit of the financial statements shall be prepared by an independent certified public accountant in accordance with generally accepted accounting principles for the fiscal year the Funds are received and for each subsequent fiscal year until such time as all of the Funds are expended.
- 9.2 TOWN shall provide the Contract Administrator three (3) copies of a special report showing all revenues, by source, and all expenditures as set forth in the Scope of 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 herein. It shall identify the total of noncompliant expenditures due back to COUNTY.
- 9.3 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 TOWN's governing body.
- 9.4 TOWN shall submit the documentation required in Sections 9.1 and 9.2 within one hundred twenty (120) days after the close of TOWN's fiscal years in which TOWN receives Funds under this Agreement. The due date for the special report may be extended upon the occurrence of COUNTY granting SECOND PARTY an extension of the time in writing to provide the information.
- 9.5 TOWN shall provide the Contract Administrator any and all management letters arising from audited financial statements related to the Project within ninety (90) days of the date of the management letters.

- 9.6 TOWN shall provide the Contract Administrator the schedule of correction developed in response to the management letter(s) within thirty (30) days of its development.
- 9.7 TOWN shall provide the Contract Administrator any compliance audits required by law within one hundred twenty (120) days after the close of each of TOWN's fiscal years in which TOWN accounts for Funds under this Agreement. Failure of TOWN to meet these financial reporting requirements shall result in suspension of payment under this Agreement or any subsequent grant agreement in effect, and disqualify TOWN from obtaining future grant awards until such financial statements are received and accepted by COUNTY.

ARTICLE 10

EEO AND CBE COMPLIANCE

- 10.1 No party to this Agreement 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. TOWN shall comply with all applicable requirements of the Broward County CBE Program in the award and administration of this Agreement. Failure by TOWN to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit the Board, to terminate this Agreement or to exercise any other remedy provided under this Agreement, or under the Broward County Code of Ordinances, or under the Broward County Administrative Code, or under applicable law, with all of such remedies being cumulative.

TOWN shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, 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. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.

TOWN shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of Chapter 16½, Broward County Code of Ordinances. TOWN shall affirmatively 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. In addition, TOWN shall take affirmative steps to prevent discrimination in employment against disabled persons.

By execution of this Agreement, TOWN represents that it has not been placed on the discriminatory vendor list, as provided in Section 287.134, Florida Statutes. COUNTY hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle COUNTY to terminate this Agreement and recover from TOWN all Funds paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

- 10.2 CBE Compliance. 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 TOWN to give full consideration to the use of CBE firms to perform work under this Agreement.

ARTICLE 11

MISCELLANEOUS PROVISIONS

11.1 PUBLIC RECORDS

COUNTY is a public agency subject to Chapter 119, Florida Statutes. To the extent TOWN is acting on behalf of COUNTY pursuant to Section 119.0701, Florida Statutes, TOWN shall:

- 11.1.1 Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by COUNTY were COUNTY performing the services under this Agreement;
- 11.1.2 Provide the public with access to such public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 11.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- 11.1.4 Meet all requirements for retaining public records and transfer to COUNTY, at no cost, all public records in its possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology systems of COUNTY.

The failure of TOWN to comply with the provisions set forth in this Section 11.1 shall constitute a default and breach of this Agreement and COUNTY shall enforce the default in accordance with the provisions set forth in Section 7.1.

11.2 AUDIT RIGHT AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of TOWN that are related to this Project. TOWN shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of TOWN 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, TOWN, as applicable, shall make same available at no cost to COUNTY in written form.

TOWN 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 this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of six (6) years after expiration or earlier 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 six (6) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. 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.

11.3 TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by TOWN shall constitute execution of a truth-in-negotiation certificate stating that wage ranges and other factual unit costs 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 and other factual unit costs. All such Agreement adjustments shall be made within one (1) year following the end of this Agreement.

11.4 PUBLIC ENTITY CRIME ACT

TOWN represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or

services to COUNTY, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COUNTY, and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, TOWN further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" 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 TOWN has been placed on the convicted vendor list.

11.5 INDEPENDENT CONTRACTOR

TOWN is an independent contractor under this Agreement. Services provided by TOWN pursuant to this Agreement shall be subject to the supervision of TOWN. In providing such services, neither TOWN nor its agents shall act as officers, employees, or agents of COUNTY. No partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to TOWN or TOWN's agents any authority of any kind to bind COUNTY in any respect whatsoever.

11.6 THIRD PARTY BENEFICIARIES

Neither TOWN 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.

11.7 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
Manager, Trauma Management Agency
5301 SW 31st Avenue
Fort Lauderdale, Florida 33312

FOR TOWN: Davie Fire-Rescue Department
Fire Chief
6901 Orange Drive
Davie, Florida 33314

11.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, TOWN shall not subcontract any portion of the work required by this Agreement. COUNTY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by TOWN of this Agreement or any right or interest herein without COUNTY's written consent.

TOWN represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

TOWN shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of TOWN's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

11.9 CONFLICTS

Neither TOWN nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with TOWN's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

None of TOWN'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 TOWN 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 TOWN 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.

11.10 MATERIALITY AND WAIVER OF BREACH

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof.

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.

11.11 COMPLIANCE WITH LAWS

TOWN shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

11.12 SEVERANCE

In the event 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 TOWN elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days of final court action, including all available appeals.

11.13 JOINT PREPARATION

The Parties and their counsel have participated fully in the drafting of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

11.14 INTERPRETATION

The 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.

11.15 PRIORITY OF PROVISIONS

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 Articles 1 through 11 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 11 shall prevail and be given effect.

11.16 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 Parties acknowledge that jurisdiction of any controversies or legal disputes 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, TOWN AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, ARISING FROM, OR IN CONNECTION WITH THIS AGREEMENT.**

11.17 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and TOWN or others delegated authority to or otherwise authorized to execute same on their behalf. The County Administrator may execute amendments to this Agreement revising the Scope of Project set forth in Exhibit "A" 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.

11.18 PRIOR AGREEMENTS

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

11.19 SURVIVAL

COUNTY's right to monitor, evaluate, enforce, audit, and review shall survive the expiration or earlier termination of this Agreement and be enforceable.

11.20 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the Parties. The attached Exhibits "A" - "G" are incorporated into and made a part of 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.

11.21 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

11.22 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.

(Remainder of Page Intentionally Left Blank)

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 by Resolution #2013-804 to execute same by Board action on the 8th day of October, 2013, and TOWN OF DAVIE, signing by and through its Mayor, duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, through its
County Administrator

Jodi Gardner
Signature

By Bertha Henry
Bertha Henry

JODI GARDNER
Print/Type Name Above

9 day of May, 2014

Susan Seferian
Signature

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

SUSAN SEFERIAN
Print/Type Name Above

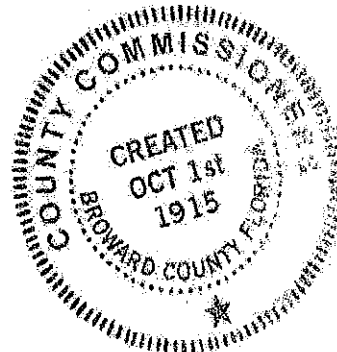
By: Patrice M. Eichen 5/6/14
Patrice M. Eichen (Date)
Assistant County Attorney

Insurance requirements
approved by Broward County
Risk Management Division

By [Signature] 5/5/14
Signature (Date)

Risk Management Division
Print Name and Title Above
Risk Insurance and
Contracts Manager

PME:dp
Town of Davie 2014 EMS Grant Agreement
03/06/14
#14-072.08

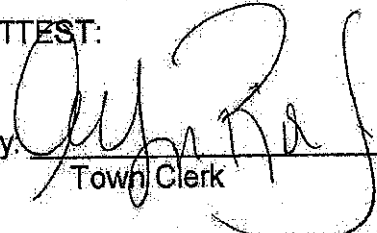


OMETS
EMS COUNTY GRANT
DAVIE: 14-OMETS-8340(07)


AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF DAVIE FOR EMS
COUNTY GRANT FUNDING; AGREEMENT NUMBER-14-OMETS-8340(07);
PROJECT: MASS CASUALTY INCIDENT (MCI) EQUIPMENT

TOWN

ATTEST:

By: 
Town Clerk

TOWN OF DAVIE

By: 
(Authorized Signatory)
Judy Paul
(Type or Print Name of Signatory)

16 day of April, 2014

Approved as to legal form:

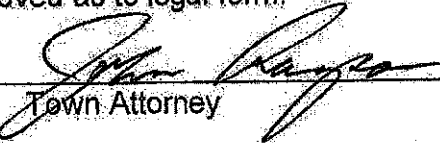
By: 
Town Attorney

EXHIBIT "A"

SCOPE OF PROJECT

Name: Town of Davie
Project Name: Mass Casualty Incident (MCI) Equipment
Agreement: 14-OMETS-8340(07)

Scope of Project:

The Project shall consist of the purchase of Mass Casualty Incident (MCI) Equipment, enabling TOWN and each Participating Agency's emergency response crews to rapidly begin the process of patient treatment during a MCI. Use of MCI Equipment will ensure that each agency uses the same equipment thereby providing a continuum of patient care. This Project will improve or expand pre-hospital emergency medical services by increasing the efficiency of emergency response staff in the treatment of a MCI.

The Participating Agency(ies), inclusive of TOWN shall be: Cities of Coral Springs, Fort Lauderdale, Hallandale Beach, Hollywood, Lauderdale, Lighthouse Point, Margate, Miramar, North Lauderdale, Oakland Park, Pembroke Pines, Plantation, Pompano Beach, Sunrise, Tamarac, Sheriff of Broward County, Florida, and The Seminole Tribe of Florida.

EXHIBIT "B"

PROJECT SCHEDULE

Name: Town of Davie

Project Name: Mass Casualty Incident (MCI) Equipment

Agreement: 14-OMETS-8340(07)

PERIOD	ACTIVITY
Months 2 - 3	Purchase and distribute Property to TOWN and each Participating Agency
Months 3 - 11	Monthly surveys of Property usage sent to each Participating Agency
Month 12	Surveys from each Participating Agency compiled and TOWN submits results of survey to COUNTY.

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

EXHIBIT "C"

PROJECT BUDGET

Agreement: 14-OMETS-8340(07)
Project: Mass Casualty Incident (MCI) Equipment

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	\$ 0

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
Mass Casualty Incident (MCI) Equipment	\$ 8,860.00
TOTAL	\$ 8,860.00
Grand Total	<u>\$ 8,860.00</u>

EXHIBIT "D"

OUTCOMES/INDICATORS

Name: Town of Davie
 Project Name: Mass Casualty Incident (MCI) Equipment
 Agreement: 14-OMETS-8340(07)

Project	Activities	Outcomes	Indicators	Data Source	Data Collection Method
MCI Equipment	Purchase MCI Equipment for all fire rescue responders in Broward County. Conduct training for Fire Rescue EMS Administrators of new MCI Equipment.	To purchase and distribute MCI Equipment. Decreased time spent by fire rescue personnel looking for MCI/violent incident supplies, which will improve victim survivability.	Frequency of use for actual calls or training Standardized equipment location for victims involved in a violent type MCI.	Project contact person and survey of TOWN and each Participating Agency after training or actual incident.	Monthly review of system use at EMS Chief's meeting or via email from each Participating Agency not in attendance as well as notification each time the equipment is used.

OMETS
 EMS COUNTY GRANT
 DAVIE: 14-OMETS-8340(07)

FY 2014

EXHIBIT "E"

**COST REIMBURSEMENT INVOICE
OFFICE OF MEDICAL EXAMINER AND TRAUMA SERVICES**

1. TOWN OF DAVIE		2. Vendor Identification Number Click here to enter text.	3. County Agreement Number 14-OMETs-8340(07)
Agreement Total - \$ 8,860.00		6. Reimbursement Year to Date: \$ Click here to enter text.	
4 Date of Request	5. Reimbursement Requested: \$ 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 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

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.

Authorized Signatory: _____ 8. Signature: _____
(Type Name and Title)

9. Date: _____

FOR COUNTY USE ONLY			
Fund Number 9782	Agency Number 027	Unit Number 1254	Object Number 8340
Date Invoice Received from Agency		Invoice Reviewed By	Date
Date Forwarded to Accounting		Invoice Approved By	Date

FY 2014

OMETs
EMS COUNTY GRANT
DAVIE: 14-OMETs-8340(07)

**EXHIBIT "E"
ATTACHMENT 1**

PROPERTY RECEIPT

1. Project Leader Town of Davie	2. Participating Agency (_____)	3. County Agreement Number 14-OMETS-8340(07)	
4. Month and Year: _____		Project – Mass Casualty Incident (MCI) Equipment	
QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
		TOTAL	

5. PARTICIPATING AGENCY'S CERTIFICATION:

I hereby affirm and certify that TOWN has transferred to PARTICIPATING AGENCY the Property acquired under the Grant Agreement for the Project referenced above in accordance with the Grant Agreement requirements, and that PARTICIPATING AGENCY shall provide to TOWN's Project's Leader all required information under the Addendum to EMS Grant Funding Agreement.

Participating Agency's Authorized Signatory: _____
(Type Name and Title)

Signature: _____ Date: _____

Project Leader's Authorized Signatory: _____
(Type Name and Title)

Signature: _____ 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") from TOWN and Participating Agency(ies), if applicable.
5.	Outcomes/Indicators Report (Exhibit "D")	Submit to Contract Administrator within one (1) year of Project completion.

RESOLUTION NO. R-2014-58

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE ACCEPTANCE OF THE AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF DAVIE FOR AN EMS COUNTY GRANT FROM THE FLORIDA DEPARTMENT OF HEALTH (DOH), BUREAU OF EMERGENCY MEDICAL SERVICES FOR THE PURCHASE OF MASS CASUALTY INCIDENT (MCI) EQUIPMENT AT A COST OF \$8,860.00 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Florida Department of Health (DOH) has awarded a grant to purchase Mass Casualty Incident equipment; and

WHEREAS, The Mass Casualty Incident (MCI) equipment will help Davie Fire Rescue personnel to treat patients proficiently during a mass casualty incident from start to finish; and

WHEREAS, The MCI equipment will also increase efficiency for fire rescue personnel when treating patients during a MCI and improving pre-hospital emergency medical services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council authorizes the Mayor or designee to enter into an agreement with Broward County for a period of one (1) year effective upon execution of the agreement with a two (2) year extension upon mutual agreement of both parties.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 16 DAY OF Apr, 2014.

Stacy Paul
MAYOR/COUNCILMEMBER

ATTEST:

[Signature]
TOWN CLERK

APPROVED THIS 16th DAY OF April, 2014

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

Item Number: 10.

To: Mayor and Councilmembers
From: Joseph Montopoli, Fire Chief/EMC, 954-797-1213
Prepared By: Julie Downey, Asst Chief EMS, 954-797-1213 - Fire
Subject: Resolution
Affected District: Town Wide
Item Request: Schedule for Council Meeting

Title of Agenda Item: GRANT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE ACCEPTANCE OF THE AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF DAVIE FOR AN EMS COUNTY GRANT FROM THE FLORIDA DEPARTMENT OF HEALTH (DOH), BUREAU OF EMERGENCY MEDICAL SERVICES FOR THE PURCHASE OF MASS CASUALTY INCIDENT (MCI) EQUIPMENT AT A COST OF \$8,860.00 AND TO PROVIDE FOR AN EFFECTIVE DATE (Funding will be from Fire Grant Expense Account 001.06.100.522-56480 with no matching funds required).

Executive Summary: The EMS County Grant will allow Davie Fire Rescue Department to purchase Mass Casualty Incident (MCI) equipment enabling the department to respond and begin patient treatment rapidly during a MCI. The use of the MCI equipment will ensure that Davie Fire Rescue Department utilizes the same equipment as other participating agencies of the grant allowing a continuum of patient care. This will also help to improve and expand our pre-hospital emergency medical services by increasing the efficiency of emergency response staff in the treatment of a MCI.

The Town was awarded 100% (\$8,860.00) in grant funding with no matching funds required. The Town will receive 100% reimbursement from Broward County; however, funding will need to be expended from the Grant Expense Account prior to requesting reimbursement.

The term of this agreement is for a period of one (1) year from the date of execution with a two (2) year extension upon mutual agreement of the Parties.

Key Points:

- The agreement is between Broward County and Town of Davie for the purchase of the Mass Casualty Incident (MCI) equipment
- The Town was awarded \$8,860 in grant funding to purchase MCI equipment with no matching funds required
- The Town will need to expend funding prior to requesting reimbursement
- The use of the MCI equipment will ensure that Davie Fire Rescue personnel utilizes the same equipment as other participating agencies allowing a continuum of patient care
- The MCI equipment will help Davie Fire Rescue personnel improve and expand pre-hospital emergency services
- The system will also increase efficiency for fire rescue personnel when treating patients during a MCI

• The term is for a period of one (1) year upon execution of the agreement with a two (2) year extension upon mutual agreement of both parties

Previous
Actions:

Concurrences:

Fiscal Impact:

Has request been budgeted?	Yes
If yes expected cost:	\$8,860.00
Account name and number:	Grant Account, 001.06.100.522-56480
If no, amount needed:	
Account name funds will be appropriated from	
Additional Comments	The Town will need to expend funding prior to requesting reimbursement

Recommendation: Motion to approve

Strategic Goals This Item Supports:

Commitment to Customer Satisfaction, Dedication to Excellence in Service Delivery, Nurturing the health, safety, and welfare of the community

ATTACHMENTS:

File Name	Description
D <u>FD - EMS Grant MCI Equipment Reso.doc</u>	FD - EMS County Grant to purchase MCI Equipment
D <u>EMS County Grant Agreement MCI Equipment 14OMETS8340_07.pdf</u>	EMS County Grant Funding for MCI Equipment

