

## **AGREEMENT FOR MEDICAL DIRECTOR SERVICES**

THIS AGREEMENT FOR MEDICAL DIRECTOR SERVICES ("Agreement"), with an effective date of March 1, 2026, is made by and between the City of Fort Lauderdale, a Florida municipality ("City"), whose address is 101 Northeast Third Avenue, Suite 2100, Fort Lauderdale, Florida 33301, and Jim Roach, D.O., P.A., a Florida for profit corporation ("Medical Director"), comprised of a physician licensed to practice medicine in the State of Florida, whose principal address is 7146 Spyglass Avenue, Parkland, Florida 33076.

WHEREAS, the City operates a basic life support service and an advanced life support service; and

WHEREAS, the delivery of advanced emergency medical services by paramedics requires intravenous administration of emergency resuscitative drugs and performance of sophisticated technical emergency procedures; and

WHEREAS, the administration of drugs and performance of such emergency procedures as endotracheal intubation, intravenous catheterization, electrical defibrillation, and any other invasive emergency procedure may be performed in the State of Florida only by or under the direction of a licensed Florida physician; and

WHEREAS, Section 401.265, Florida Statutes (2025), as may be amended or revised, requires each basic life support transportation service or advanced life support service to employ or contract with a medical director.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the City and the Medical Director hereby agree as follows:

### **A. Designation**

Jim Roach, D.O., P.A. is designated during the term of this Agreement and during the term of any extension or renewal of this Agreement as the Medical Director for the City of Fort Lauderdale's emergency medical services system, effective March 1, 2026.

Jim Roach, D.O., P.A. is a Florida professional association (S corporation), by and through James Roach, DO, acting in his capacity as Medical Director.

Within ninety (90) days, Medical Director shall designate in writing, independent contractor physician who will have the authority to act and provide the required services under this Agreement in the absence of the Medical Director. All said physicians are subject to prior written City approval and must provide the required insurance for City review prior to and before rendering any services under this Agreement.

**B. Duties; Responsibilities**

1. The Medical Director shall supervise and assume direct responsibility for the medical performance of the emergency medical technicians and paramedics operating for the City of Fort Lauderdale's emergency medical services system.
2. The Medical Director shall perform duties including advising, consulting, training, counseling, and oversight of emergency medical services, including appropriate quality assurance but not including administrative or managerial functions. This Agreement is contingent on the Medical Director designating a backup physician or physicians, licensed pursuant to Florida law and Board Certified in the State of Florida in emergency medicine ["Physician(s)"], subject to the approval of the Fire Chief or his designee, to provide the services enumerated in this Agreement in the event that Medical Director is unable to perform the services under this Agreement. The Medical Director shall provide proof of a Physician's qualifications and inclusion as an insured under the insurance policies required by this Agreement to the City prior the Physician's performance of any services pursuant to this Agreement on the Medical Director's behalf, and such qualifications and insurance shall be subject to the City Manager's and the City's Risk Manager's prior written approval.
3. The Medical Director shall prescribe for use by the City's Police Department ("Police Department") pursuant to Section 381.887, Florida Statutes (2025), as may be amended or revised, an emergency opioid antagonist, and shall assist and instruct such Police Department personnel as determined by the City Manager in the proper administration of such emergency opioid antagonist.
4. Except as otherwise provided for herein, the Medical Director's role regarding the hiring and firing of, and disciplinary actions against any medically certified employee of the City, is advisory only.
5. The Medical Director shall cause a physician who is either an officer, employee or contract employee of the Medical Director to comply with the notice requirement of Section 458.348(1), Florida Statutes (2025), as may be amended or revised. The Medical Director shall have the authority to permit or prohibit any emergency medical technician or paramedic employed by the City to perform basic life support or advanced life support patient services in accordance with applicable law. The Medical Director shall notify in writing the City's Fire Chief ("Fire Chief") or the Fire Chief's designee of the Medical Director's prohibition of a City employee to perform basic life support or advanced life support patient services within twenty-four (24) hours of the Medical Director's

prohibition of a City employee to perform basic life support or advanced life support patient services.

6. The Medical Director shall be available and on-call twenty-four (24) hours per day seven (7) days per week every day that this Agreement is in effect. Such on-call physician shall make radio or telephone contact with the Fire Chief or the Fire Chiefs designee within fifteen (15) minutes of such on-call physician's receipt of notification or page from the Fort Lauderdale Fire Rescue ("FLFR") or the Fire Rescue communications center. The Medical Director shall be responsible for the acts and omissions of all such on-call physicians.
7. The Medical Director shall assist the Fire Chief or the Fire Chief's designee in determining the qualifications of personnel who supervise the emergency medical technicians and paramedics in the City's Fire Rescue Department ("Department").
8. The Medical Director shall review and approve Emergency Medical Technician ("EMT") and Paramedic continuing medical education ("CEUs") provided by FLFR and Fort Lauderdale Ocean Rescue as requested by the Battalion Chief of the Training Bureau.
9. The Medical Director shall provide liaison services as requested by the Department or by the City, or on behalf of the City, to any educational, governmental, or medical agency or institution, and to other providers in Broward County and elsewhere, to which the Department may deliver patients or from which the Department may seek medical or regulatory consultation, relating to the City's provision of emergency medical services.
10. The Medical Director shall serve as liaison between the City and the various community hospitals, other local emergency medical service agencies, and any other agency, physician, institution or organization affecting the Department's provision of emergency medical services.
11. The Medical Director shall serve as liaison between the City and various community hospitals, other local emergency medical services agencies, physician(s), institutions, and organizations for the purposes of ensuring compliance with all federal and state standards and regulations regarding infectious disease exposures and reporting requirements for the Fire Rescue Department.
12. Subject to the Fire Chief's approval, and subject to the City's budget and appropriation and the availability of funds, the City may reimburse the Medical Director pursuant to the City's Travel Allowance and Subsistence Policy, for travel expenses for Dr. Roach to attend

professional conferences pertaining to the City's provision of emergency medical services.

13. In conjunction with the EMS Bureau, the Medical Director shall develop and revise medically correct standing orders or protocols pursuant to Section 64J-1.004(4), Florida Administrative Code, as may be amended or revised, to reflect the current standard of care for patients.
14. The Medical Director shall provide and maintain a secure electronic protocol platform which may include a mobile application and/or cloud-based system, that allows all EMS protocols to be accessed on mobile devices in the field with an active internet connection. A dedicated website is not required. The Medical Director will be responsible for all costs associated with hosting, managing, and updating the platform. The platform shall include an export function enabling the City to capture and archive the protocols at any point in time for testing, compliance and record-keeping purposes. All EMS protocols, including any revisions, updates, or supplemental materials created under this Agreement, shall be the property of the City of Fort Lauderdale. The Medical Director acknowledges that the City retains full rights, title, and ownership of the protocols and may use, reproduce, store, or distribute them as needed for operational, administrative, or legal purposes.
15. The Medical Director will review and approve or disapprove the training, certification, and re-certification of skills for all first responders, emergency medical technicians, and paramedics employed by the City.
16. Pursuant to Section 64J-1.004(4), Florida Administrative Code, as may be amended or revised, the Medical Director, by and through Dr. Roach, shall develop and implement a continuous quality improvement ("CQI") assurance system to assess the medical performance of paramedics and emergency medical technicians. The Medical Director, by and through Dr. Roach, shall establish a quality assurance committee to provide for quality assurance review of all emergency medical technicians and paramedics operating under its supervision in accordance with the provisions of Section 401.265(2), Florida Statutes (2025), as may be amended or revised. The Medical Director shall conduct periodic review sessions with Department personnel regarding medical management of individual medical rescue cases. The Medical Director, by and through Dr. Roach, shall conduct in-station education and case scenario reviews to continually improve and refine the skills of emergency medical technicians and paramedics.
17. The Medical Director, in conjunction with the Fire Chief and the Fire Chief's staff, shall keep records for continuing education and re-certification training. The Medical Director shall keep records related to

quality assurance committee meetings and quality assurance measures. The Medical Director, in conjunction with the Fire Chief and the Fire Chief's staff, shall keep other necessary documentation related to attendance at such programs as required by federal, state, and county regulations. The Medical Director will assist with the required documentation as necessary for the emergency medical services re-certification of all Fire Rescue Department employees. The Medical Director shall make all such records contemporaneously with the corresponding event and keep all such records in accordance with Florida law, including the Florida public records law.

18. In concert with the Fire Chief and the Fire Chief's staff, the Medical Director will establish a routine monthly meeting lasting at least one to two hours, for the purposes of medical consultation, planning, education, and quality assurance.
19. The Medical Director shall review regularly medical rescue reports prepared by Fire Rescue Department emergency medical technicians and paramedics and review all problem cases as necessary or medically appropriate. The Medical Director shall keep a log of all such reviews, in accordance with Florida law, including the Florida public records law, and make such log available for inspection by the Fire Chief, or his designee at any time.
20. The Medical Director shall, in conjunction with the Fire Chief or the Fire Chief's designee, subject to the City's budget and appropriation and the availability of funds, authorize, and may require, the Fire Rescue Department's emergency medical technicians and paramedics to attend specialized training programs, conferences, and schools for the purpose of earning CEU's.
21. The Medical Director shall assist, and make recommendations to, the Fire Chief, the Fire Chief's staff, and other City personnel, as required by the City Manager, regarding planning for emergency medical services, ambulance transportation policies, deployment of vehicles, distribution of resources, personnel matters, emergency medical technician training, paramedic training, utilization of medical facilities, hospital supplies, medical equipment, medications, narcotics, emergency medical services billing and reimbursement systems, and recovery of costs associated with the City's emergency medical services system.
22. The Medical Director shall participate as a crew member on the City's emergency vehicles in accordance with Florida Department of Health rules and shall provide on-site personnel evaluation. The Medical Director shall perform at least twenty-four (24) hours per contract year

of in-the-field operations riding in rescue vehicles and/or chief command vehicles, reviewing the performance of Fire Rescue Department's emergency medical services personnel, and reviewing different incidents in which emergency medical services are rendered. The Medical Director will schedule the time, date, and location within the City of Fort Lauderdale, of in-the-field operations.

23. The Medical Director shall participate in monthly and/or quarterly meetings with emergency medical services supervisors and/or field training officers, to last 1-4 hours and, if needed as determined by the Fire Chief or the Fire Chief's designee, three consecutive days, to allow all shifts (A, B and C) to participate. The Medical Director will schedule the time, date, and location within the City of Fort Lauderdale of the monthly and/or quarterly meetings.
24. In January of each year of this Agreement, the Medical Director shall assist with the annual review of medical rescue services via a report to the Fire Chief, assessing the overall quality of services delivered by the City's Fire Rescue Department Emergency Medical Services, emergency medical technicians, and paramedics.
25. The Medical Director shall be available upon request to meet and confer with the City Manager, the Fire Chief, and other officials and employees of the City as determined by the City Manager or the City Manager's designee, regarding the City's emergency medical services delivery programs, personnel issues related to the continuation of practices by medically certified Fire-Rescue Department personnel, and any other issues that may impact the City's ability to deliver quality emergency medical services. The Medical Director shall be required to participate in and testify as witnesses in employee discipline and discharge proceedings, grievance hearings, depositions, court proceedings, and other proceedings, as may be requested by the City Manager or by the City Manager's designee or by the City's legal counsel, or designee in connection with any matter related to or that may affect the City's provision of emergency medical services or pre-hospital medical care, and regarding any matter pursuant to subpoena or court order.
26. The Medical Director shall review and have the authority to approve such community medical education and training programs as may be offered by the Fire Rescue Department.
27. The Medical Director shall have consultative and authorizing authority over the City's provision of emergency medical services in conjunction with special events held within the corporate limits of the City of Fort Lauderdale, Florida, the City of Wilton Manors, Florida, and other municipalities or jurisdictions, and/or subject to regulation and/or

requirements of the Fire Rescue Department in conjunction with the event.

28. The City may require the Medical Director to respond to major incidents, special events, or disasters which the Fire Rescue Department has responsibility for managing.
29. The Medical Director shall provide all services as set forth in Chapter 64J, Florida Administrative Code, Florida Department of Health regulations, as may be amended and subsequently promulgated. The Medical Director shall provide all other services as may be specifically required by law or regulations, and/or mutually agreed to by both Parties, relating to the provision of emergency medical services.

**C. Performance Measures**

1. The Medical Director shall attend and chair a minimum of 75% of the department's Quality Assurance and Improvement (CQI) Meetings. The Medical Director shall then meet with department administration to discuss findings and suggested improvements.
2. The Medical Director shall develop and deliver individualized remediation plans within fourteen (14) calendar days of identification of clinical deficiency. Document successful completion or continued remediation as required.
3. The Medical Director shall respond to urgent clinical or operational matters within 24 hours and respond to non-urgent matters within three (3) business days.
4. The Medical Director shall provide not less than two (2) documented system-level improvement recommendations annually, which shall be tracked by the Department for implementation or disposition.
5. The Medical Director shall establish annual competency validation standards for high-risk and low-risk frequency skills, including, but not limited to, advanced airway management, DSI/RSI, whole blood administration and finger thoracostomy.
6. The Medical Director shall participate in Phase I training as defined by the department and conduct competency testing required for Phase I of the Paramedic Sign-off process.
7. The Medical Director shall administer department-wide in-person training 10 hours monthly and a minimum of twice annually for officers.

The Medical Director shall also be available to provide virtual training on an as needed basis.

8. The Medical Director shall conduct a comprehensive review of all EMS protocols at least annually. Protocol updates shall be completed within thirty (30) calendar days for any State or regional EMS changes, evidence-based clinical updates or identified patient safety concerns.
9. The Medical Director shall provide written medical approval, clinical guidance, and implementation recommendations for new or expanded clinical initiatives (including but not limited to whole blood administration, RSI/DSI, ultrasound, or specialty programs) within sixty (60) calendar days of formal request by Department.
10. Performance shall be evaluated annually using a weighted scoring model including, Clinical Oversight QA/CQI- 30%, Training and Education – 20%, Clinical Outcomes and Improvement – 25%, Accessibility and Leadership – 15%, Regulatory Compliance – 10%.

**D. Insurance**

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Medical Director shall, at its sole expense, provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Medical Director. Medical Director shall provide the City a certificate of insurance, evidencing such coverage. Medical Director's insurance coverage shall be primary insurance for all applicable policies, in respect to the City's interests for this Agreement. The limits of coverage under each policy maintained by Medical Director shall not be interpreted as limiting Medical Director's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by Medical Director for assessing the extent or determining appropriate types and limits of coverage to protect Medical Director against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Medical Director under this Agreement.

The following insurance policies and coverages are required:

**(Send these requirements to your insurance agent to be sure you can meet the expectations of the Agreement. The City must receive a thorough and accurate Certificate of Insurance upon execution of the Agreement.)**

Professional Liability

Coverage must be afforded for Wrongful Acts in an amount not less than \$1,000,000 each claim and \$3,000,000 aggregate.

Medical Director must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of acceptance of work by the City, whichever is longer, which obligation shall survive expiration or early termination of this Agreement.

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$3,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$3,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Medical Director. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Proof of coverage must be provided for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than the State of Florida required minimums unless a different amount is required by City Ordinance(s).

If Medical Director does not own vehicles, Medical Director shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

### Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute. If Medical Director is ineligible for a State exemption certificate, he agrees that he is excluded from any benefits, from the City, afforded under Chapter 440, Florida Statutes.

Medical Director waives, and Medical Director shall ensure that Medical Director's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Medical Director must be in compliance with all applicable State and federal workers' compensation laws.

### Insurance Certificate Requirements

- a. Medical Director shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. Medical Director shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Medical Director to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of Medical Director following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Medical Director shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be included as an Additional Insured on the commercial general and professional liability policies.

- g. The City shall be granted a Waiver of Subrogation on Medical Director's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, or other identifying reference must be listed on the Certificate of Insurance.
- i. Medical Director's obligations to obtain Workers' Compensation insurance shall be waived if Medical Director receives an exemption from Florida's Workers' Compensation Law through the Florida Division of Workers' Compensation.

The Certificate Holder should read as follows:

City of Fort Lauderdale  
Attn: Fire Rescue Department  
401 SE 21<sup>st</sup> Street  
Fort Lauderdale, FL 33316

Medical Director has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for including the City as an Additional Insured shall be at Medical Director's expense.

If Medical Director's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Medical Director may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Medical Director's insurance coverage shall be primary insurance in respect to the City's interests for this Agreement, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by Medical Director that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Medical Director must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Medical Director's insurance policies.

Medical Director shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Medical Director's insurance company or companies and the City's Risk Management office as soon as practical.

It is Medical Director's responsibility to ensure that any and all of Medical Director's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Medical Director. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Medical Director.

**E. Compensation**

In consideration for the services provided by the Medical Director as an independent contractor, City hereby agrees to pay the Medical Director an annual fee, payable in twelve monthly installments after the first day of each month for the previous month's services, the following amounts:

- **Year 1:** \$84,000
- **Year 2:** \$89,040
- **Year 3:** \$94,382.40
- **Year 4:** \$100,045.34
- **Year 5:** \$106,048.06

**F. Term**

The initial term of this Agreement shall be for a five-year period commencing on March 1, 2026, and ending on February 28, 2031. In the event the term of this Agreement extends beyond the end of the City's fiscal year, to wit, September 30<sup>th</sup>, the continuation of this Agreement beyond the end of the City's fiscal year shall be subject to and conditioned upon both the appropriation and the availability of funds.

**G. Termination**

1. Either Party may terminate this Agreement or any extension or renewal of this Agreement for any reason at any time by providing ninety (90) days prior written notice of termination by certified mail or hand delivery to the other Party.
2. Either Party may terminate this Agreement for a material breach of this Agreement by the other Party upon seven (7) calendar days' written notice to the other Party and an opportunity to cure within the seven-day period, except that the only material breach by the City for which the Medical

Director may terminate this Agreement upon seven (7) days' written notice with an opportunity to cure is the City's failure to pay the Medical Director the monthly fee provided for in this Agreement on or before the forty-fifth day following the end of the month for which the fee is due.

3. The City may, in the City's sole discretion, terminate this Agreement immediately or upon such notice as the City deems appropriate in the City's sole discretion by giving written notice to the Medical Director in the event of any one or more of the following:
  - a. The Medical Director's license to practice medicine in any state where Physician holds such a license is suspended or revoked, or Physician is placed on probation, reprimanded, fined, or has his medical practice privileges restricted by any state or governing authority.
  - b. The Medical Director is charged with, or indicted or informed against or arrested for, or convicted of, any felony or misdemeanor or criminal traffic offense.
  - c. The Medical Director is found, in connection with his service as a medical director for any emergency medical services system, to have committed negligence or gross negligence or recklessness or an intentional tort or medical malpractice by a jury or judge of a court of competent jurisdiction regardless of the results of any retrial, rehearing, or appeal.
  - d. Any insurance coverage required by this Agreement is not maintained or is not maintained at the required level or is canceled.
  - e. The Medical Director is either temporarily or permanently incapacitated, as determined solely by the City.
4. The Medical Director shall provide the City with written notice 24 hours after the Medical Director is informed of any of the foregoing grounds for immediate termination. In addition, if any medical malpractice action or proceeding in connection with the Medical Director's service as a medical director for any emergency medical services system is initiated against the Medical Director, whether such action or proceeding arises out of events occurring prior to or after the effective date of this Agreement, then the Medical Director shall, within five (5) calendar days after the Medical Director is informed of such action or proceeding, provide the City with written notice of such action or proceeding.

## **H. Indemnification**

The Medical Director shall indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from claims arising out of the Medical Director's negligent acts or omissions or medical malpractice in the performance of professional medical services under this Agreement. Any defense of the City shall be provided through applicable insurance coverage. Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment, and for any damages resulting from said negligence. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. Nothing herein shall be construed to require the Medical Director to provide insurance coverage beyond the insurance requirements explicitly set forth in this Agreement. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

## **I. Governing Law; Venue; Waiver of Jury Trial**

This Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the United States District Court for the Southern District of Florida. **THE PARTIES HEREBY EXPRESSLY AGREE TO WAIVE A TRIAL BY JURY OF ALL ISSUES SO TRIABLE REGARDING THIS AGREEMENT.**

## **J. Severability**

In the event any one or more of the provisions contained in this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement not having been held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, shall remain in full force and effect.

## **K. Miscellaneous**

1. No failure or delay by either Party in exercising any power or right under this Agreement shall operate as a waiver thereof. No waiver by either Party of any provision of this Agreement shall operate as a subsequent

waiver of the same provision or a waiver of any other provision of this Agreement.

2. The Medical Director shall at all times comply with, and be subject to, all laws, rules, regulations, and ordinances governing physicians and medical directors.
3. Subject to certain statutory exemptions, including Sections 401.30, 119.071(1)(a), and 401.425(5), Florida Statutes (2025), as may be amended or revised, and subject to the Privacy Rule and the Security Rule promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996, records made or received by the City in connection with this Agreement, including this Agreement, and records made or received by the Medical Director in connection with this Agreement are public records subject to public inspection and copying. The City's determination of whether any or no exemption applies shall control.
4. The Medical Director shall not assign this Agreement to any other person or entity without the City's prior written consent.
5. The Medical Director, in his role as Medical Director, shall not discriminate illegally against any person on the basis of race, color, religion, sex, age, national origin, disability, marital status, or sexual orientation, or violate any applicable federal or state civil rights or human rights law or applicable county or municipal civil rights or human rights ordinance.
6. Within fourteen days following the commencement of this Agreement and within fourteen days following every anniversary of this Agreement, the Medical Director shall provide to the City Manager or designee a schedule of all of its activities planned pursuant to this Agreement for the ensuing year, which schedule shall be subject to the City Manager's or the City Manager's designee's approval or revision.

**L. Notice**

Notices from one Party to the other Party shall be by E-mail, except in the case of termination of this Agreement, by hand delivery, or by certified mail, return receipt requested, and addressed as follows:

City of Fort Lauderdale

Fire Chief  
528 NW 2nd Street  
Fort Lauderdale, FL 33311  
Phone: 954-828-6816  
[SGollan@fortlauderdale.gov](mailto:SGollan@fortlauderdale.gov)

With a copy to:

City Manager  
City of Fort Lauderdale  
101 Northeast Third Avenue  
Fort Lauderdale, FL 33301  
Phone: 954-828-6174  
[RickelleWilliams@fortlauderdale.gov](mailto:RickelleWilliams@fortlauderdale.gov)

City Attorney Office  
City of Fort Lauderdale  
1 E. Broward Blvd., Suite 1320  
Fort Lauderdale, FL 33301  
Phone: 954-828-7452  
[smccartney@fortlauderdale.gov](mailto:smccartney@fortlauderdale.gov)

Medical Director

James Roach, DO  
Jim Roach, DO, P.A.  
7146 Spyglass Ave  
Parkland, Florida 33076  
Phone: 954-494-8866  
[Edmed911@yahoo.com](mailto:Edmed911@yahoo.com)

**M. E-Verify**

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2025), as may be amended or revised, Medical Director and its subconsultants shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. Medical Director shall require each of its subconsultants, if any, to provide Medical Director with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. Medical Director shall maintain a copy of the subconsultant's affidavit for the

duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The City, Medical Director, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2025), as may be amended or revised, shall terminate the Agreement with the person or entity.
3. The City, upon good faith belief that a subconsultant knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2025), as may be amended or revised, but that Medical Director otherwise complied with Subsection 448.095(5), Florida Statutes (2025), as may be amended or revised, shall promptly notify Medical Director and order Medical Director to immediately terminate the Agreement with the subconsultant, and Medical Director shall comply with such order.
4. An Agreement terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2025), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Paragraph 448.095(5)(c), Florida Statutes (2025), as may be amended or revised, Medical Director may not be awarded a public Agreement for at least one year after the date on which the Agreement was terminated. Medical Director is liable for any additional costs incurred by the City as a result of termination of this Agreement.
5. Medical Director shall include in each of its subcontracts, if any, the requirements set forth in this Section, including this subparagraph, requiring any and all subconsultants, as defined in Subsection 448.095(1)(e), Florida Statutes (2025), as may be amended or revised, to include all of the requirements of this Section in their subcontracts. Medical Director shall be responsible for compliance by any and all subconsultants, as defined in Subsection 448.095(1)(e), Florida Statutes (2025), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2025), as may be amended or revised.

#### **N. Anti-Human Trafficking**

As a condition precedent to the effectiveness of this Agreement, Medical Director shall provide the City with an affidavit signed by an officer or a representative of Medical Director under penalty of perjury attesting that Medical Director does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2025), as may be amended or revised.

**O. Non-Discrimination**

Medical Director shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. Medical Director certifies and represents that Medical Director offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that Medical Director will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. Medical Director certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida ("Section 2-187").
3. The City may terminate this Agreement if Medical Director fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until Medical Director complies with Section 2-187.
5. Medical Director may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

**P. Public Records**

**IF MEDICAL DIRECTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2025), TO MEDICAL DIRECTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV).**

Medical Director shall comply with public records laws, and Medical Director shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2025), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Medical Director does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of Medical Director or keep and maintain public records required by the City to perform the service. If Medical Director transfers all public records to the City upon completion of the Agreement, Medical Director shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Medical Director keeps and maintains public records upon completion of the Agreement, Medical Director shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**Q. Scrutinized Companies**

Medical Director certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2025), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if Medical Director is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2025), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2025), as may be amended or revised, or is engaged in a boycott of Israel.

**R. Foreign Countries of Concern**

As a condition precedent to the effectiveness of this Agreement, Medical Director shall provide City with an affidavit signed by an officer or representative of Medical Director under penalty of perjury attesting that Medical Director does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, Florida Statutes (2025), as may be amended or revised.

IN WITNESS WHEREOF, the Parties execute this Agreement for Medical Director Services as follows:

**CITY**

CITY OF FORT LAUDERDALE, a Florida municipality.

By: \_\_\_\_\_  
Rickelle Williams  
City Manager

Date: \_\_\_\_\_

Approved as to Form and Correctness:  
Shari L. McCartney, City Attorney

By: \_\_\_\_\_  
Eric W. Abend  
Senior Assistant City Attorney

**MEDICAL DIRECTOR**

WITNESSES

JIM ROACH, D.O., P.A., a Florida profit corporation.

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
James Roach, President

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

(CORPORATE SEAL)

STATE OF \_\_\_\_\_:  
COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2026, by **James Roach**, as **President** for **Jim Roach, D.O., P.A.**, a Florida profit corporation.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of Florida  
(Signature of Notary Public)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name  
of Notary Public)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_