



SERVICE AGREEMENT BETWEEN
AERO JET INTERNATIONAL, INC (D/B/A REVA, INC.),
AND
CITY OF FORT LAUDERDALE

THIS AGREEMENT is entered and effective May 8, 2013 by and between AERO JET INTERNATIONAL, INC.(D/B/A REVA, INC.), a Florida corporation, (“REVA”), and CITY OF FORT LAUDERDALE, a Florida municipality, (“Vendor” or “FLFR”), for the provision of medical transportation services for patients being cared for and transported by REVA.

WHEREAS, Vendor operates an ALS or BLS interfacility medical and/or routine transfer service pursuant to a license issued by Broward County, Florida; and

WHEREAS, REVA operates a fixed winged emergency medical transport and medevac company providing medical transportation services of sick or injured persons,

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

I. VENDOR’S RESPONSIBILITIES AND SERVICES

- 1.1 Vendor agrees to provide ground transportation services within the scope of Vendor’s Broward County Class 2 – ALS transfer license for patients flown into airports by REVA to hospitals designated by REVA, if and when requested by REVA. REVA shall notify Vendor of time and place of patient pickup to the extent REVA requests Vendor’s services. REVA shall notify Vendor as soon as practicable of the incoming flight and then thirty (30) minutes prior to landing. In the event of an unforeseen incident that would prevent Vendor from meeting the patient at the airport (e.g. motor vehicle accident, unavailability of a vehicle, etc.) FLFR will contact REVA staff before arrival of the flight in order for REVA to make other ground transportation arrangements. Nothing herein shall require REVA to use the services of Vendor.
- 1.2 Vendor agrees that services will be provided to REVA without regard to patients’ race, color, religion, national origin, age, gender, or handicap.
- 1.3 Vendor agrees that all services and products shall be provided in accordance with all federal, State of Florida, and Broward County standards, regulations and licensure requirements.
- 1.4 Vendor agrees to return the REVA medical staff to either the point of pickup or to REVA headquarters at the Fort Lauderdale Executive Airport, after patient dropoff. Vendor agrees that no further charges will apply.

II. COMPENSATION AND BILLING

REVA shall pay Vendor one of the following fees for each patient transport, depending on the destination:

Destination	Fee Per Patient Transport
Where transport is from City of Ft. Lauderdale Executive Airport (“FXE”) or Fort Lauderdale-Hollywood International Airport (“FLL”) to a facility licensed by the State of Florida located within the City of Fort Lauderdale	\$250
Where transport is from FXE to a facility licensed by the State of Florida located outside the City of Fort Lauderdale but within Broward County	\$250
Where transport is from FXE to a facility licensed by the State of Florida located outside of Broward County but within Miami-Dade or Palm Beach County, Florida	\$278.50
Where transport is from an airport outside of Broward County but within Miami-Dade or Palm Beach County, Florida, to a facility licensed by the State of Florida located within the City of Fort Lauderdale.	\$278.50

The invoice shall include the name of the patient transported, the date and time of the transportation, the place of pick-up and destination, the person placing the transportation order, and a brief description of the type of transportation service provided. Billing invoices will be submitted at the end of each week with a statement that payment is due thirty (30) days within receipt of invoice.

REVA agrees to pay Vendor within thirty (30) days following REVA’s receipt of invoice.

III. TERM AND TERMINATION

This Agreement shall commence on its Effective Date indicated above and continue for a one (1) year period ending on May 7, 2014. After the initial term, this Agreement shall automatically renew each year unless either party gives the other at least 30 days written notice of its desire to not renew prior to the expiration of the then current term of the Agreement.

Either party may terminate this Agreement for any reason upon giving thirty (30) days written notice.

With Cause: This Agreement may be terminated immediately or on short notice for cause in the following cases:

- Either party’s material breach of this Agreement, where the defaulting party has been given written notice of its deficiencies and failed to correct such deficiencies within 15 days after receipt of such notice (or such longer time as

agreed upon by both parties). Termination pursuant to the foregoing sentence shall be effective at the expiration of the 15-day cure period (or such longer period as agreed upon for the cure). In addition, either party may terminate this Agreement immediately in the event of the other party's negligence or willful misconduct in performance under this Agreement, or in the event of a suspension or revocation of the other party's certification or licensure to perform as provided in this Agreement.

In no event shall either party have or exercise control over the manner in which the other party provides the professional service or other services required by this Agreement.

IV. GENERAL PROVISIONS

Both parties shall comply with Florida and federal law regarding the confidentiality and disclosure of each other's records and information.

Except as otherwise provided by law, Vendor shall make available all records to REVA and, in accordance with applicable law, to Vendor's and REVA's respective regulatory agencies, pertaining to the goods and services furnished under the terms of this Agreement.

Vendor shall maintain financial records related to this Agreement for a period of five (5) years concerning any financial transactions with REVA or for the length of time required by Florida law and applicable records retention schedules, whichever is longer. This obligation shall survive termination of this Agreement.

REVA shall defend, counsel being subject to Vendor's reasonable approval, and, up to the maximum amounts of required insurance as set forth below, indemnify and hold harmless Vendor, and Vendor's officers, employees, and agents from and against any claims by a third party or any of Vendor's employees for injury or damages, liability, loss, judgments, or expenses, including any award of reasonable attorney's fees and any award of reasonable costs, caused by REVA's or its officers', employees', trustees', agents', or subcontractors' negligence in REVA's performance of this Agreement.

Except as prohibited by the Florida Constitution or by the laws of the State of Florida, and subject to the limitations contained in Section 768.28, Florida Statutes (2012), as amended or revised, the Vendor agrees to indemnify and hold harmless REVA against a judgment entered by a court of competent jurisdiction in the State of Florida against REVA for damages or injuries caused by the Vendor's negligence in the Vendor's performance of this Agreement. The foregoing sentence does not serve as a waiver of the Vendor's sovereign immunity or of any other legal defense available to the Vendor.

If either party is unable to perform its duties under this Agreement due to strikes, lock-outs, labor disputes, governmental restrictions, fire or other casualty, emergency, or any cause beyond reasonable control of the party, neither party shall be in breach of this Agreement, for a period equal to any such prevention or delay or stoppage. Notwithstanding this provision, a party may terminate this Agreement immediately upon written notice if any such events continue for thirty (30) days.

Neither party may assign rights or delegate duties identified in this Agreement without prior written consent of the other party, which consent shall not be unreasonably withheld.

If any legal action or proceeding is brought to enforce or interpret this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable costs and attorney's fees, including such reasonable fees and costs as may be incurred in the enforcing of a judgment entered in any legal action. Any judgment or order entered in such action shall contain a specific provision providing for recovery of such reasonable attorney's fees and costs. The parties acknowledge that a substantial portion of negotiations and anticipated performance of this Agreement occurred or shall occur in Broward County, Florida, and that, therefore, without limitation, each of the parties irrevocably and unconditionally (a) agrees that any suit, action or other legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record in the State of Florida in Broward County, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division; (b) consents to the jurisdiction of such court in any suit, action or proceeding; and (c) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such court.

In the event any portion of this Agreement is declared unenforceable or void by a court of competent jurisdiction such portion not having been declared unenforceable or void shall remain in effect, unless the effect of such severance would substantially alter the Agreement or obligations of the parties, in which case the Agreement may be immediately terminated.

Any failure of a party to insist upon strict compliance with any term, undertaking or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking or condition. To be effective, a waiver must be in writing, signed and dated by the parties.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

The headings of the sections in this Agreement are for reference only and are not to be construed in any way as part of this Agreement.

All written notices to be given in connection with this Agreement shall be sufficient if sent by facsimile (together with proof of transmission and provided a hard copy is mailed within one business day), certified or registered mail, postage prepaid, or national delivery service addressed to the party entitled to receive such notice at the address specified below by such party, or changed by written notice.

As a condition precedent to the effectiveness of this Agreement, REVA shall furnish proof of insurance with an AM Best's A- rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the Vendor's risk manager, which shall not be unreasonably withheld, conditioned or delayed, with specific requirements as indicated below:

Medical Professional Liability insurance in an amount not less than \$3,000,000 per occurrence limit, either through a single policy or through an excess or umbrella policy.

Commercial General Liability insurance in an amount not less than \$1,000,000 combined single limit, per occurrence, \$2,000,000 aggregate, for bodily injury and property damage, including coverage for premises/operations, products/completed operations, contractual liability, independent contractors, and liability arising out of the indemnification provision. The Commercial General Liability policy shall be endorsed to name the City of Fort Lauderdale, a Florida municipality, as an additional insured.

Business Auto Liability insurance in an amount not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverage for owned autos and other vehicles, hired autos and other vehicles, heavy equipment, non-owned autos and other vehicles.

Workers' Compensation insurance limits in accordance with Florida Statute 440, including Employer's Liability with limits not less than \$100,000 per accident, \$500,000 disease (policy limit), and \$100,000 disease (each employee) in compliance with all state and federal laws.

During the term of this Agreement, REVA shall provide to the Vendor at least thirty (30) days' written notice by registered or certified mail, return receipt requested, addressed to the Vendor's risk manager, prior to cancellation or modification of any required insurance.

Vendor hereby represents, warrants and covenants that it is and at all times during the term of this Agreement Vendor shall be self-insured in accordance with F.S. 768.28.

Unless otherwise expressly provided, this Agreement shall not create any third party beneficiary right for any person or entity.

V. ENTIRE AGREEMENT

This agreement, including any and all exhibits, constitutes the entire understanding and agreement between the parties as to those matters contained in it, and superseded any and all prior to contemporaneous agreements, representations, and understandings of the parties. This Agreement may be amended at any time but only in a writing, dated and signed by both parties.

VI. [Reserved.]

VII. REFERRALS

Nothing in this Agreement is intended to obligate, and shall not obligate any party to this Agreement to refer clients to any other party.

IN WITNESS WHEREOF, REVA and Vendor execute this agreement as follows:

CITY OF FORT LAUDERDALE:

By: _____
John P. "Jack" Seiler, Mayor

ATTEST:

Jonda K. Joseph, City Clerk

By: _____

Lee R. Feldman, City Manager

Approved as to form:

City Attorney

AERO JET INTERNATIONAL, INC (D/B/A
REVA, INC.)

By: _____

Print Name:

ATTEST:

(Seal)

Print Name:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2012, by _____ as director for REVA, INC., a Florida corporation.

Signature of Notary Public,
State of Florida

Print, Type or Stamp Commissioned
Name of Notary Public

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____