

## AGREEMENT FOR DIRECTOR OF EMERGENCY MEDICAL SERVICE SYSTEMS

This Agreement for Director of Emergency Medical Service Systems (the "Agreement") is made and entered into by and between Global EMS, LLC., hereinafter referred to as the "GEMS," and the City of North Port, Florida, a political subdivision of the State of Florida, herein after referred to as the "CITY," together the "Parties."

### WITNESSETH:

**WHEREAS**, Chapter 401, Florida Statutes, and Florida Administrative Code, Chapter 64-J, adopted pursuant thereto, require the appointment of a licensed physician as Medical Director for emergency medical service systems; and

**WHEREAS**, the CITY, by and through the North Port Fire Rescue Department "NPFRD", provides emergency medical services to the citizens of the City of North Port and others; and

**WHEREAS**, GEMS agrees to perform the services as further described below to the CITY as its Emergency Medical Services (EMS) Medical Director.

**NOW THEREFORE**, in consideration of the promises and mutual covenants contained herein, the Parties agree as follows:

1. **Medical Director:** The CITY agrees to contract with GEMS to serve as its EMS Medical Direction Entity. GEMS shall provide the CITY with a mutually agreed to licensed physician who will service as the Medical Director for the CITY and the NPFRD.
2. **Term:** This Agreement shall be for a period of thirty-six (36) months commencing October 1, 2018 and terminating September 30, 2021 (the "Initial Term"). After the Initial Term, unless otherwise terminated by the Parties, this Agreement shall automatically renew for an additional twelve (12) month term (the "Renewal Term"). This Agreement will have no more than two (2) Renewal Terms.
3. **Compensation:** In consideration of the services provided to the CITY, GEMS shall receive the compensation from the CITY, which shall be paid in the following three (3) installments:
  - A. **Installment 1: Forty Thousand Dollars (\$40,000).** Payable on or after January 1, 2019.
  - B. **Installment 2: Forty One Thousand Two Hundred Dollars (\$41,200).** Payable on or after January 1, 2020.
  - C. **Installment 3: Forty Two Thousand Four Hundred Thirty-Six Dollars (\$42,436).** Payable on or after January 1, 2021.
4. **Non-Appropriation:** The Parties acknowledge and agree that the obligations of CITY to fulfill financial obligations of any kind pursuant to any and all provisions of this Agreement, or any subsequent agreement entered into pursuant to this Agreement or referenced herein to which CITY is a party, are and shall remain subject to the provisions of Florida Statutes, Section 166.241, regardless of whether a particular obligation has been expressly so conditioned. CITY agrees to exercise all lawful

and available authority to satisfy any financial obligations of CITY that may arise under this Agreement; however, since funds are appropriated annually by the City Commission on a fiscal year basis the CITY'S legal liability for the payment of any costs shall not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission (nor shall such liability arise if, a request for such appropriations is excluded from the budget approved by the City Commission). Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of CITY shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by CITY under this Section. This Agreement shall not constitute an indebtedness of CITY nor shall it constitute an obligation for which CITY is obligated to levy or pledge any form of taxation or for which CITY has levied or pledged any form of taxation.

5. Services to be Provided: A mutually agreed to Medical Director shall be appointed and shall provide the CITY and the NPF RD with the services of a Medical Director as set forth in Chapter 401, Florida Statutes, and Florida Administrative Code, Chapter 64-J. The Medical Director shall perform these statutory duties in a prompt and professional manner, as well as the following services:
  - A. Supervise and accept direct responsibility for the medical performance of paramedics and emergency medical technicians employed by the CITY.
  - B. Develop medically correct standing orders and protocols which permit specified Advanced Life Support (ALS) and Basic Life Support (BLS) procedures when communications cannot be established with a supervising physician or when any delay in patient care would threaten the life of health of a patient.
  - C. Provide off-line medical direction to resolve problems, systems conflicts and provide services in an emergency as that term is defined by Section 252.34(3), Florida Statutes.
  - D. Review and approve an emergency medical technician and paramedic continuing education program as required by the State of Florida for recertification.
  - E. Assign up to two (2) Associate Medical Directors ("Associate(s)") and notify NPF RD when each Associate has been assigned. The Medical Director shall arrange for each Associate and shall be financially responsible for all payments to each Associate with no financial obligation to the CITY.
  - F. Provide evaluation of newly hired paramedics prior to the paramedic being released to an "in charge" status.
  - G. Provide educational sessions to NPF RD personnel when requested.
6. Indemnification: **The Parties hereby consent and agree that nothing in this Agreement shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Florida Statutes, Section 768.28. To the extent permitted by Florida law, GEMS shall indemnify, defend, and hold harmless the CITY, its Commissioners, officers, agents and employees, from all liabilities, fines, claims, assessments, suits, judgments, damages, losses and costs, including consequential, special, indirect, and punitive damages, (including, but not limited to, reasonable attorneys' fees and court costs, whether such fees and costs are incurred in negotiations, at the trial level or on**

appeal, or in the collection of attorneys' fees), arising out of any acts, actions, breaches, neglect or omissions of GEMS, or its officers, employees, agents, sub-contractors, and other persons employed or utilized by GEMS in the performance of, or the failure to perform, this Agreement. This Agreement does not constitute a waiver of sovereign immunity or consent by the CITY or its subdivisions to suit by third parties.

The terms of this Section shall survive the termination of this Agreement.

7. Insurance: The CITY agrees to provide the Medical Director and their Associate(s) with liability coverage in the amount of Two Million Dollars (\$2,000,000), including two (2) years of tail coverage, at no cost.
8. Availability: The Medical Director or their Associate(s) shall be available for medical direction (including but not limited to response to major medical emergencies, protocol interpretation, disaster management, or community health issues) seven (7) days a week and twenty-four (24) hours per day.
9. Assignment: GEMS shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the City Manager or designee.
10. Entire Agreement and Amendments: This Agreement constitutes the sole and complete understanding between the Parties and supersedes all other agreements between them, whether oral or written with respect to the subject matter. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by the Parties and incorporated into this Agreement. The City Manager or designee may agree to amendments that do not increase compensation to GEMS. The City Commission shall approve all increases in compensation under this Agreement.
11. Termination:
  - A. Either party may terminate this Agreement by the delivery to the other party of a written notice of termination at least ninety (90) days before the date of termination, specifying the extent to which performance of the work under the Agreement is terminated and the date upon which such termination becomes effective.
  - B. Upon termination, GEMS shall be entitled to receive compensation only to the date of termination and the compensation as described in Section 3 of this Agreement shall be prorated.
12. Notice: Any notices, invoices, reports, or any other type of documentation required by this Agreement shall be sent by certified mail, return receipt requested, or via a recognized national courier service in a manner that provides for written or electronic record of delivery, to the addresses listed below:

AS TO GEMS:

PO Box 25127  
Sarasota, FL 34277

AS TO THE CITY:

WITH COPIES OF  
NOTICES AND  
DEMANDS SENT TO: \_\_\_\_\_  
City of North Port  
City Attorney's Office  
4970 City Hall Boulevard  
North Port, Florida 34286  
northportcityattorney@cityofnorthport.com

Notices shall be effective when received at the addresses specified above. Changes in the respective addresses which such notice is to be directed may be made from time to time by either party by written notice to the other party. The original of the notice must be mailed as required herein. Nothing in this Section shall be construed to restrict the transmission of routine communications between representatives of GEMS and the CITY.

13. **Public Records:** In accordance with Florida Statutes, Section 119.0701, GEMS shall comply with all public records laws, and shall specifically:
  - A. Keep and maintain public records required by the CITY to perform the services under this Agreement.
    - a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.  
(See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
    - b. "Public records" means and includes those items specified in Florida Statutes, Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the CITY. GEMS' records under this Agreement include but are not limited to invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Agreement.
  - B. Upon request from the CITY'S custodian of public records, provide the CITY, at no cost, 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 for by law. All records kept 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.
  - C. 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, if GEMS does not transfer the records to CITY following completion of the

Agreement, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.

- D. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in GEMS' possession or keep and maintain public records required by the CITY to perform the service. If GEMS transfers all public records to the CITY upon completion of this Agreement, GEMS shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If GEMS keeps and maintains public records upon the completion of this Agreement, GEMS shall meet all applicable requirements for retaining public records.
- E. **IF GEMS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, (941) 429-7056 OR HOTLINE (941) 429-7270; E-MAIL: kpeto@cityofnorthport.com.**
14. Non-Discrimination: The City of North Port, Florida, does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services. GEMS shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.
15. Governing Law and Venue: The laws of the State of Florida govern the rights, obligations, and remedies of the parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.
16. Scrutinized Companies:
- A. As required by Florida Statutes, Section 287.135(5), for contracts of \$1,000,000 or less, when submitting a bid or proposal, and prior to entering into a contract with the CITY, every person or entity shall certify on a form provided by the CITY, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, Section 215.4725, and that it is not engaged in a boycott of Israel.
- B. As required by Florida Statutes, Section 287.135(5), for contracts of \$1,000,000 or more, when submitting a bid or proposal, and prior to entering into a contract with the CITY, every person or entity shall certify on a form provided by the CITY, that all of the following are true:
1. It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, Section 215.4725, and that it is not engaged in a boycott of Israel; and
  2. It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to Florida Statutes, Section 215.473; and

3. It is not engaged in business operations in Cuba or Syria.

C. Penalty:

1. If a false certification is submitted or the person or entity has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the person or entity will be in breach of the Agreement terms and the CITY may terminate the Agreement.
2. A person or entity that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and
3. A person or entity that has been found to have provided a false certification shall be ineligible to bid on any contract with the CITY for three (3) years after the date the CITY determined that a false certification has been submitted.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

GLOBAL EMS, LLC.

By:   
Joel L. Gerber  
CEO Global EMS, LLC

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, who is personally known to me or who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

CITY OF NORTH PORT, FLORIDA

By: \_\_\_\_\_  
Peter D. Lear, CPA, CGMA  
City Manager

ATTEST:

By: \_\_\_\_\_  
Katheryn Peto, Interim City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

By: \_\_\_\_\_  
Amber L. Slayton, City Attorney