**AGREEMENT BY AND BETWEEN FLAGLER COUNTY,**

**FLORIDA, THE CITY OF PALM COAST, FLORIDA, AND ANDREW COLEMAN FOR EMS MEDICAL DIRECTOR SERVICES**

This Professional Services Agreement (Agreement) is made and entered into as of May 1, 2011, by and between the Board of County Commissioners, Flagler County, with offices located at 1769 East Moody Blvd., Suite 304, Bunnell, Florida, 32110 (hereafter referred to as the "County"), the City of Palm Coast Council, 160 Cypress Point Parkway, Suite B-106, Palm Coast, FL 32164 (hereafter referred to as the “City”) and Andrew Coleman, M.D., with offices located at 60 Memorial Medical Parkway, Palm Coast, FL 32164 (hereafter referred to as the "EMS Medical Director"); collectively the CITY, COUNTY, and EMS Medical Director hereafter referred to as the “Parties”.

**WITNESSETH:**

**WHEREAS,** the COUNTY is involved in providing Full Service Emergency Medical Services (EMS) within its boundaries pursuant to the authority granted in Chapters 125 and 401 of the Florida Statutes; and

**WHEREAS,** the CITY is involved in providing Non-Transport Emergency Medical Services (EMS) within its boundaries pursuant to the authority granted in Chapters 125 and 401 of the Florida Statutes; and

**WHEREAS,** Chapter 401, Part 3 Florida Statutes and Section 64J-1.004 of the Florida Administrative Code (F.A.C.) require entities that provide Emergency Medical Services in a designated service area to contract with a licensed physician, a corporation, association, or partnership composed of physicians who will provide medical direction for the EMS Program. Such physician, corporation, association, or partnership must designate one physician from that organization to be Medical Director at any given time. The CITY and the COUNTY desire to contract with the EMS Medical Director to render such professional services.

**NOW, THEREFORE**, the PARTIES, in consideration of the mutual covenants hereinafter set forth for services, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. **Term of Agreement**

The initial term of this agreement shall be for three (3) years commencing on May 1, 2011 through April 30, 2014, unless sooner terminated as provided herein. After the initial term, this agreement shall be automatically renewed each year on the first day of May, unless any party notifies the other parties of its intent to terminate within 120 days of the renewal date.

1. **Compensation and Method of Payment**

a. The COUNTY shall make the following payments to the EMS Medical Director for services as follows:

* 1. EMS Medical Director Services – The COUNTY shall pay to the EMS Medical Director the annual sum of Thirty thousand and 00/100ths dollars ($30,000.00) for EMS Medical Director Services further defined in Exhibits A and B for the annual periods between May 1, 2011 and April 30, 2014. Such payments will be in made in advance semi-annual payments within 10 days following May 1st and November 1st.
  2. EMS Medical Director Memberships – The COUNTY shall pay the EMS Medical Director’s membership fees, travel and training costs associated with providing EMS Medical Director Services. Such costs shall be approved in advance by the County.
  3. TheCOUNTY agrees to pay the EMS Medical Director as stated herein for the services within the period of time established by the Florida Prompt Payment Act after the receipt of an approved invoice therefore. The COUNTY shall notify the EMS Medical Director, in writing, of any disputed amount contained on an invoice in accordance with the Florida Prompt Payment Act.

b. The CITY shall make the following payments for services as follows:

1) EMS Medical Director Services – The CITY shall pay to the EMS Medical Director the annual sum of Twenty thousand and 00/100ths dollars ($20,000.00) for EMS Medical Director Services further defined in Exhibits A and C for the annual periods between May 1, 2011 and April 30, 2014. Such payments will be made in advance semi-annual payments within 10 days following May 1st and November 1st.

2) EMS Travel and Training – The CITY shall reimburse the COUNTY forty percent (40%) of any and all fees paid by the COUNTY, pursuant to Paragraph a2) hereinabove. This reimbursement will be made by the CITY within forty-five (45) days after receiving an invoice.

3) TheCITY agrees to pay the EMS Medical Director as stated herein for the services within the period of time established by the Florida Prompt Payment Act after the receipt of an approved invoice therefore. The CITY shall notify the EMS Medical Director, in writing, of any disputed amount contained on an invoice in accordance with the Florida Prompt Payment Act.

**3. Amendment**

This agreement maybe amended only in writing approved and signed by each PARTY. The PARTIES hereby agree to negotiate any necessary amendments to facilitate the uninterrupted provision of services provided for herein on a fair and just basis.

**4. Termination for Default**

The EMS Medical Director shall be considered in material default of this Agreement, and such default shall be considered cause for COUNTY or CITY to terminate this Agreement, in whole or in part as further set forth in this section, if the EMS Medical Director fails to properly and timely perform the services as agreed with the COUNTY and the CITY in Exhibit “A” or breaches any other provision of this Agreement. If the COUNTY or CITY deems failure by the EMS Medical Director to properly and timely perform the services as agreed, the EMS Medical Director agrees he shall not be entitled to receive any further payments hereunder.

**5. Termination for Convenience and Right of Suspension**

This Agreement may be terminated, in whole or in part, without cause by any PARTY upon one hundred eighty (180) days written notice to the other PARTIES. In the event of termination for convenience, the EMS Medical Director shall be compensated, as provided herein, for services performed through receipt of such written notice of termination. The EMS Medical Director shall not be entitled to any other or further recovery against the COUNTY or CITY.

**6. Survival of Agreement**

In the event that this Agreement is terminated pursuant to either paragraph numbers 4 or 5, hereinabove, by either the COUNTY or the CITY, but not both, the non-terminating PARTY shall have the opportunity to continue the arrangement with the EMS Medical Director by this Agreement by notifying the EMS Medical Director within ten (10) days following notice received by the other PARTY (i.e., either the CITY or COUNTY as the case may be).

**7. Equal Opportunity Employer**

The EMS Medical Director certifies he is an equal opportunity employer and the EMS Medical Director does not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age, disability or veteran status and will take affirmative action to employ and advance in employment qualified minorities, women, disabled veterans, veterans of the Vietnam Era and disabled individuals.

**8. Applicable Law/Venue**

This Agreement, the rights and obligations of the PARTIES hereto, and any claim or dispute relating thereto shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Florida.

The exclusive jurisdiction and venue for resolving all issues relating to this Agreement shall be the courts of Flagler County, Florida.

**9. Successors and Assigns**

Except as otherwise expressly provided, all provisions herein shall be binding upon and shall inure to the benefit of the PARTIES, their legal representatives, successors and assigns. This Agreement shall not be assigned without written consent of the COUNTY and CITY.

**10. Entire Agreement**

This Agreement and the Exhibits hereto set forth the entire Agreement between the PARTIES. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Agreement shall be binding upon COUNTY, CITY or the EMS Medical Director unless reduced to writing and signed by all PARTIES.

**11. Partial Invalidity**

If any provision of this Agreement and its Exhibits, or any application thereof to any person or circumstances shall, to any extent, be declared invalid, the remainder of this Agreement or the application of such provision to persons or circumstances (other than those as to which it is held invalid) shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

**12. Notices**

Any notices, demand, request or other instrument which may be or is required to be given under this Agreement shall be delivered in person, sent by United States Certified mail, postage prepaid, or sent by a reputable overnight courier service and shall be addressed to each PARTY at the address as hereinabove given. Any notice shall be deemed delivered upon hand delivery or three (3) business days after depositing in U.S. mail, or one (1) business day after depositing such notice with a reputable overnight courier service. Either PARTY may designate another address by giving written notice to the other PARTY.

**13. No Partnership**

Nothing contained in this Agreement shall be deemed or construed so as to create the relationship of employer‑employee, principal‑agent, joint venturers, co‑adventurers, or partners between COUNTY, CITY and the EMS Medical Director, and they are and shall remain independent one as to the other.

**14. Declaration**

The EMS Medical Director warrants he has not employed or retained any company or person, other than a bona fide employee of the EMS Medical Director to solicit or secure this Agreement and that he has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the EMS Medical Director any fee, commission, percentage, gift or other considerations contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, Flagler County shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**15. No Third‑Party Beneficiaries**

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than COUNTY, CITY and the EMS Medical Director, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of COUNTY, CITY and the EMS Medical Director and not for the benefit of any other party.

**16. Counterparts**

This Agreement may be executed in two or more counterparts, each of which may be executed by one or more of the PARTIES hereto, but all of which, when delivered and taken together, shall constitute but one Agreement binding upon all of the PARTIES hereto.

**17. Public Records**

The EMS Medical Director shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and those made or received by the COUNTY or CITY in conjunction with this SERVICE.

**18. Interpretation**

This Agreement shall not be construed more strictly against one PARTY than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the PARTIES, it being recognized that the EMS Medical Director, the CITY and the COUNTY have contributed substantially and materially to the preparation hereof.

**19. Force Majeure**

No party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by force majeure. Force majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, terrorism, hurricane, explosion, any emergency declaration under state law, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this section is beyond the control and authority and without the fault or negligence of the PARTY seeking relief under this Section.

**20. Binding Authority**

Each PARTY hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it.

**21. Captions/Exhibits**

a. The headings or captions of the sections and subsections contained in this Agreement are used for convenience and reference only, and do not, in themselves, have any legal significance and shall not be afforded any. They are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement, or any provision hereto.

b. The exhibits to this Agreement are hereby incorporated into this Agreement and form an integral part of this Agreement.

**22. Attorney’s Fees**

In the event of a dispute arising directly or indirectly from the terms and purpose of this agreement, the prevailing party shall be entitled to recovery of all reasonable attorney’s fees, paralegal fees, and costs.

23. **Incorporation of Exhibit “B”**

The standard terms and conditions contained in Exhibit “B” are binding upon the COUNTY and the EMS Medical Director and are hereby incorporated by reference.

24. **Incorporation of Exhibit “C”**

The terms and conditions contained in Exhibit “C” are binding upon the CITY and the EMS Medical Director and are hereby incorporated by reference.

**IN WITNESS WHEREOF,** the PARTIES hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, under seal, all as of the day and year first above written.

Flagler County

Board of County Commissioners Andrew Coleman, MD a/k/a

Medical Director

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Alan Peterson, Chairman (Signature)

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

ATTEST:

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ APPROVED-AS-TO-FORM

Gail Wadsworth

Title: Clerk and Ex-Officio

Clerk to the Board \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Al Hadeed, County Attorney

City Council of Palm Coast

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Jon Netts, Mayor

ATTEST:

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Virginia Smith

Title: City Clerk

**EXHIBIT “A”**

**Scope of Services**

1. **EMS Medical Director Services**

The EMS Medical Director shall be a Florida licensed M.D. or D.O. The EMS Medical Director shall be from a broad based medical specialty, with demonstrated experience in pre­hospital care and hold current ACLS certification or be board certified in emergency medicine. Pre-hospital care experience shall be documented by the provider. Section 64J-1.004 (3) (c), F.A.C. The EMS Medical Director will oversee Emergency Medical Services countywide and in the CITY, excluding administrative and managerial functions, and agrees to serve as EMS Medical Director in accordance with Florida Administrative Code Section 64J-1.004.

1. **DUTIES AND RESPONSILITIES OF THE COUNTYWIDE AND CITY EMS MEDICAL DIRECTOR**

Duties and responsibilities shall include, but not be limited to the following:

* 1. Supervise and accept direct responsibility for the medical performance of the Emergency Medical Technicians (EMT) and Paramedics for the COUNTY and the CITY and for any other municipalities within the COUNTY operating a First Responder System functioning within policy and procedures of the Flagler County Fire Rescue. The EMS Medical Director shall be a consultant to the EMS Systems of the COUNTY, including the Board of County Commissioners, and the CITY relevant to issues involving EMS, Medicare, and Medicaid, as it pertains to Flagler County and the CITY.

2.2 The EMS Medical Director shall be directly responsible for the medical performance with ALS-Affiliated Paramedics and EMTs functioning in the service areas and shall have full authority to direct and supervise their medical activities. The EMS Medical Director shall give necessary instructions to, interview and consult with, the EMT and Paramedic employees. The EMS Medical Director shall supervise and arrange such in-service instructional sessions as may be necessary to assure that all medical services performed by EMTs and Paramedics are in accordance with proper medical standards and procedures.

2.3 The EMS Medical Director shall develop and review medically correct standing orders and protocols which permit specified ALS procedures when communications cannot be established with a supervising physician or when any delay in patient care would potentially threaten the life or health of the patient. Evidence of the Medical Directors' review is his/her approval signature dated within the last (24) twenty-four months. Section 64J-1.004 FAC.

* 1. The EMS Medical Director or appointee shall provide continuous 24-hour per day, 7-day-per-week medical direction which shall include, in addition to the development of Protocols and Standing Orders, direction to personnel of the provider as to availability of Medical Director "off-line" service to address and resolve problems, system conflicts, disaster events, and provide services in an emergency as that term is defined by Section 252.34(3), FS.
  2. The EMS Medical Director shall develop and implement a patient care quality assurance system to assess the medical performance of Paramedics and EMTs. The EMS Medical Director shall audit the performance of system personnel by use of a Quality Assurance Program to include but not be limited to a prompt review of run reports, direct observation, and comparison of performance standards for drugs, equipment, and system protocols and procedures. The Operating Procedures will also include a process for identifying problems and for handling deviations from care (i.e., documentation procedure, remedial training, disciplinary action, etc.). The EMS Medical Director shall be responsible for participating in quality assurance programs developed by the COUNTY and CITY Fire Rescue Departments.
  3. The EMS Medical Director shall possess proof of current registration as a Medical Director with the U.S. Department of Justice, DEA, in order to provide controlled substances to the provider. DEA registration shall include each address at which a controlled substance is stored. Proof of such registration shall be maintained on file and readily available for inspection.
  4. The EMS Medical Director shall ensure and certify that security procedures for medications, IV fluids and controlled substances and the operating procedures for the inventory, storage, use and disposal are in compliance with Chapter 499 and 893, FS, and Chapter lOD-45, Florida Administrative Code.

* 1. Develop and revise, when necessary, Trauma Transport Protocols for submission to the CITY and COUNTY Fire Rescue Departments and to the State Department of Health for approval.
  2. The EMS Medical Director must participate at least ten (10) hours per month as a crew member for either the CITY or the COUNTY. The provider must provide a log or other tangible documentation to ensure that the provider keeps track of the actual time. Section 64J-1.004(4) (m), F.A.C.
  3. The EMS Medical Director must also complete ten (10) hours of continuing medical education yearly, in pre-hospital care or teaching. Section 64J-1.004(4) (m), F.A.C.
  4. The EMS Medical Director shall meet with designated representatives of each EMS System at least once monthly reviewing and coordinating all medically related program activities and resolving issues that may arise. Minutes of Quality Assurance meetings and review of training and corrective actions are examples of implementation. Medical Director participation must also be documented.
  5. Participate in state and local quality assurance and data collections programs.

2.13 Participate in the evaluation and examination of EMTs, and Paramedics of the provider. The EMS Medical Director shall assist the COUNTY and CITY Fire Chiefs in development of the appropriate supplements to the Flagler County and City Peacetime Emergency Plans, ensuring adequate delivery of Emergency Medical Services in disaster situations.

2.14 The EMS Medical Director (Andrew Coleman, M.D.), as an independent contractor, shall serve as the Countywide EMS Medical Director for the Fire Rescue Departments of the COUNTY and of the CITY. The EMS Medical Director (Andrew Coleman, M.D.) shall be solely responsible for the means, methods, techniques, sequences, procedures of duties and the responsibility described in this Agreement.

* 1. All property and materials furnished to the EMS Medical Director (Andrew Coleman, M.D.) by the COUNTY, and work products developed by the EMS Medical Director (Andrew Coleman, M.D.) in performing the duties and services provided for in this Agreement, shall remain the property of the COUNTY.
  2. All property and materials furnished to the EMS Medical Director (Andrew Coleman, M.D.) by the CITY, and work products developed by the EMS Medical Director (Andrew Coleman, M.D.) in performing the duties and services provided for in this Agreement shall remain the property of the CITY.
  3. This Agreement is in lieu of any prior Agreement between the parties.
  4. This Agreement incorporates, by reference, the standard terms and conditions for Flagler County contracts, attached as Exhibit B to this Agreement.

**EXHIBIT “B”**

**December 29, 2005 (revised)**

**STANDARD TERMS AND CONDITIONS**

**FOR CONTRACTS, AGREEMENTS, BIDS AND QUOTES**

**FOR PURCHASE OF SERVICES AND GOODS**

**BY FLAGLER COUNTY**

The following terms and conditions shall apply to the Contract, Agreement, Bid or Quote with Flagler County. The following shall prevail over any inconsistent provisions of the Contract, Agreement, Bid or Quote.

1. Late payments of any sum due by Flagler County shall be in accordance with the Florida Prompt Payment Act applicable to local governments.

2. This Agreement shall be construed under the laws of the State of Florida and venue for any disputes shall be in the courts of Flagler County, Florida. If any provision of this Agreement is in conflict with any applicable statutes, rule or ordinance, or is otherwise unenforceable, then such provision shall be deemed null and void to extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

3. If the vendor is contracted to provide products, such products shall be free of all liens, claims or encumbrances, and the vendor warrants that is has clear title to the products being delivered.

4. If the vendor is contracted to provide services, such services shall be fully satisfactory to the County as determined by the County.

5. The County retains the right to reject any product or service with which it is not completely satisfied and may in such situations withhold payment until the product or service is made acceptable, or may reduce the amount it owes under the Contract, Agreement, Bid or Quote, or may rescind the Contract Agreement, Bid or Quote.

6. The vendor shall provide the County with any data, reports or other information as required and requested by the County to enable it to utilize the product or service furnished by the vendor. At the convenience of and at no expense to Flagler County, the vendor may be required to provide training to County employees in the operation and maintenance of any item purchased unless otherwise specified.

7. In furnishing the service or product to the County, the vendor shall comply with all Federal, State, and County laws, rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations, and codes may be grounds for delaying or reducing the amount due, or in rescinding the Contract, Agreement, Bid or Quote.

8. The vendor shall hold the County harmless from all claims, damages, costs, including reasonable attorneys fees, expert witness fees, consultant fees and litigation expenses, arising out of the vendor's delivery of the product or service to the County for acts of negligence by the vendor, its employees or its agents. The parties to the Agreement hereby acknowledge that specific consideration has been given for this indemnity clause. To conform with F.S.725.06 in the event the Contract, Agreement, Bid or Quote involves a construction project within the meaning of the statute, the County is providing a specific consideration to the vendor of one dollar ($1.00) paid in hand, which vendor hereby accepts as fulfilling the obligations of the statute. The obligations of this paragraph shall survive the acceptance of any goods and/or performance, and payment therefore by the County.

9. Flagler County is obligated only to the extent that funds are included in the County's fiscal year budget. Should the County not include funds for this expense the Agreement is null and void.

10. Flagler County does not award publicly funded Contracts to those who knowingly employ unauthorized alien workers in violation of section 274A (e) of the Immigration and Naturalization Act. 8 United States Code §132a (e). Such employment deprives legal workers of job opportunities. Violation of section 274A (e) shall be grounds for unilateral cancellation of the Contract, Agreement, Bid or Quote for purchase of services and goods by Flagler County

11. The vendor will not discriminate against any employee in the performance of this Agreement, or against any applicant for employment, because of race, creed, color, handicap, national origin, or gender.

12. No waiver by the County for any right or remedy granted hereunder and no failure by the County to insist on strict performance shall affect or extent or act as a waiver of any other right or remedy of the County hereunder, nor shall it affect the subsequent exercise of the same right or remedy by the County for any further or subsequent default by the vendor.

13. Upon the award of a Bid, the County may require evidence that the vendor's operations are covered by personal injury insurance, property damage liability insurance, worker's compensation insurance, and/or insurance coverage as reasonably deemed necessary by the County. The vendor's insurance carrier is required to notify the County, in writing; at least thirty (30) days prior to termination of such coverage and this requirement shall be so stated on the evidence of insurance furnished by the vendor.

14. Where required by the County, the vendor shall furnish a satisfactory performance and payment bond within thirty (30) calendar days after notification of the Bid award, unless a different time is agreed upon or specified by the County. Failure to furnish a bond within the required period shall be cause for rejection of the Bid and Bid deposit may be retained by the County as payment for damages.

15. No Contract, Agreement, Bid or Quote, nor any part thereof, shall be assigned or delegated without the County's advance written consent. Such consent shall neither relieve the vendor from its obligations nor change the terms of the Agreement. If the County consents to assignment, the vendor agrees to include in the subcontract a provision that the subcontractor shall hold the County harmless against all claims of whatever nature arising out of the subcontractor's performance of work.

16. Insofar as this Agreement may delegate governmental or legislative functions to a private entity, and the private entity would be subject to public records laws codified in Chapter 119, Florida Statutes, and the public meeting requirements codified in Chapter 286, Florida Statutes, the vendor acknowledges familiarity with the above-referenced statutes and agrees to comply with the same unless the public records are specifically exempted or the meeting is specifically not subject to the provisions of Chapter 286, Florida Statutes. The County may unilaterally cancel this Agreement for any improper refusal by provider to hold a meeting or provide public access to public records as required by Chapter 119, Florida Statutes, made or received by the provider in conjunction with this Agreement.

EXHIBIT “C”

**ADDITIONAL TERMS AND CONDITIONS**

**REGARDING PALM COAST AND EMS MEDICAL DIRECTOR**

The following terms and conditions shall apply to the Agreement, with Palm Coast. The following shall prevail over any inconsistent provisions of the Agreement.

1. Late payments of any sum due by Palm Coast shall be in accordance with the Florida Prompt Payment Act applicable to local governments.

2. This Agreement shall be construed under the laws of the State of Florida and venue for any disputes shall be in the courts of Flagler County, Florida. If any provision of this Agreement is in conflict with any applicable statutes, rule or ordinance, or is otherwise unenforceable, then such provision shall be deemed null and void to extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

3. Any products provided by the EMS Medical Director shall be free of all liens, claims or encumbrances, and the EMS Medical Director warrants that there is clear title to the products being delivered.

4. The EMS Medical Director’s services shall be fully satisfactory to the City as determined by the City.

5. The City retains the right to reject any product or service with which it is not completely satisfied and may in such situations withhold payment until the product or service is made acceptable, or may reduce the amount it owes under the Agreement or may rescind the Agreement.

6. The EMS Medical Director shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the EMS Medical Director. At the convenience of and at no expense to City, the EMS Medical Director may be required to provide training to City employees in the operation and maintenance of any item purchased or service provided, unless otherwise specified.

7. In furnishing the service or product to the City, the EMS Medical Director shall comply with all Federal, State, and County laws, rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations, and codes may be grounds for delaying or reducing the amount due, or in rescinding the Agreement.

8. The EMS Medical Director shall hold the City harmless from all claims, damages, costs, including reasonable attorneys fees, expert witness fees, consultant fees and litigation expenses, arising out of the EMS Medical Director's delivery of the product or service to the City for acts of negligence by the EMS Medical Director, its employees or its agents. The parties to the Agreement hereby acknowledge that specific consideration has been given for this indemnity clause. The obligations of this paragraph shall survive the acceptance of any goods and/or performance, and payment therefore by the City.

9. The City is obligated only to the extent that funds are included in the City's fiscal year budget. Should the City not include funds for this expense the Agreement is null and void.

10. The City does not award publicly funded Contracts to those who knowingly employ unauthorized alien workers in violation of section 274A (e) of the Immigration and Naturalization Act. 8 United States Code §132a (e). Such employment deprives legal workers of job opportunities. Violation of section 274A (e) shall be grounds for unilateral cancellation of the Agreement for purchase of services and goods by Flagler County

11. The EMS Medical Director will not discriminate against any employee in the performance of this Agreement, or against any applicant for employment, because of race, creed, color, handicap, national origin, or gender.

12. No waiver by the City for any right or remedy granted hereunder and no failure by the City to insist on strict performance shall affect or extent or act as a waiver of any other right or remedy of the City hereunder, nor shall it affect the subsequent exercise of the same right or remedy by the City for any further or subsequent default by the EMS Medical Director.

13. The City may require evidence that the EMS Medical Director's operations are covered by personal injury insurance, property damage liability insurance, worker's compensation insurance, and/or insurance coverage as reasonably deemed necessary by the City. The EMS Medical Director's insurance carrier is required to notify the City, in writing; at least thirty (30) days prior to termination of such coverage and this requirement shall be so stated on the evidence of insurance furnished by the EMS Medical Director.

14. No Agreement, nor any part thereof, shall be assigned or delegated without the City's advance written consent. Such consent shall neither relieve the EMS Medical Director from its obligations nor change the terms of the Agreement. If the City consents to assignment, the EMS Medical Director agrees to include in the subcontract a provision that the subcontractor shall hold the City harmless against all claims of whatever nature arising out of the subcontractor's performance of work.

15. Insofar as this Agreement may delegate governmental or legislative functions to a private entity, and the private entity would be subject to public records laws codified in Chapter 119, Florida Statutes, and the public meeting requirements codified in Chapter 286, Florida Statutes, the EMS Medical Director acknowledges familiarity with the above-referenced statutes and agrees to comply with the same unless the public records are specifically exempted or the meeting is specifically not subject to the provisions of Chapter 286, Florida Statutes. The City may unilaterally cancel this Agreement for any improper refusal by provider to hold a meeting or provide public access to public records as required by Chapter 119, Florida Statutes, made or received by the provider in conjunction with this Agreement.