



EMS SERVICES AGREEMENT (PRO)

This EMS Services Agreement (Pro) (this "Agreement") is made as of 28th day of February, 2022 by and between CSA Service Solutions, LLC, d/b/a EMSAR (hereinafter called "EMSAR"), with corporate headquarters located at 270 Davids Dr, Wilmington, OH 45177, and City of Delray Beach, located at 100 NW 1st Ave. Delray Beach, FL 33444, (hereafter called "Client").

EMSAR will provide Client with a service plan as detailed in this Agreement. Major components of the program are:

- Reconditioning and repairs as required to maintain equipment in accordance with OEM guidelines and to prolong the life expectancy of equipment
- Ongoing preemptive preventive maintenance
- Modernization and upgrading as needed
- Ability to service manual and power cots, stair-chairs, lockdown retention systems, performance load systems and power load systems
- Record keeping

1. GENERAL

EMSAR will provide expert maintenance, repairs, reconditioning, and upgrades to the equipment set forth in Appendix I attached hereto (the "Covered Equipment") in accordance with the terms of this Agreement. Except for the exclusions in Section 1(b) below, repairs and maintenance will be provided pursuant to Sections 2 and 3 of this Agreement for all mechanical components of the Covered Equipment.

(a) The following are covered under this Agreement and considered "all inclusive":

- all labor, travel costs and parts (other than the Excluded Items) with respect to Preventative Maintenance Service (as defined in Section 2); and
- all labor and travel costs with respect to Repair Services (as defined in Section 3).

(b) The following are not covered under this Agreement and will be separately invoiced to Client at EMSAR's then current on-demand rates and prices to the extent provided and/or performed by EMSAR as requested by Client:

- (i) accessories and/or expendables, e.g., mattresses, upholstery, safety straps, pouches, IV poles, pull handles, rubber grips, wheels, stair-chair track belts, batteries (ii) electronic/hydraulic components for power cots, power loads and performance loads, and (iii) mechanical components for power loads and performance loads (collectively, "Excluded Items");
- any and all replacement parts with respect to Repair Services; and

- any repairs and maintenance for non-Covered Equipment or Covered Equipment that is damaged due to misuse by or negligence of Client, its employees or agents, or a third party (a “Gross Defect”) (“Excluded Services”).

Client will provide EMSAR with copies of any applicable procedures and/or special requirements and specifications pertaining to the Covered Services (as defined in Section 3) prior to any scheduled service.

It is the responsibility of Client and its employees and agents to inspect and test each item before each use, in accordance with the equipment manufacturer’s recommendations and other applicable regulations.

2. INSPECTION AND PREVENTATIVE MAINTENANCE

The parties acknowledge that the Covered Equipment will be inspected and serviced by EMSAR at the commencement of this Agreement to bring the Covered Equipment up to the manufacturer’s specifications, as necessary, and that any and all fees, costs and expenses related to such inspection and service are not covered by this Agreement and will be separately invoiced to Client. Any opinion of condition is based on a visual hands-on inspection, on the date of such inspection. Upon the commencement of this Agreement, the Covered Equipment will undergo EMSAR’s standard preventative maintenance procedure (the “Preventative Maintenance Service”) a minimum of two (2) times per year (i.e., every (6) six months) and also at the time of a scheduled repair pursuant to Section 3 below.

EMSAR will take preemptive measures whenever possible in anticipation of mitigating frequent repairs.

3. REQUESTS FOR REPAIRS

In the event that any Covered Equipment should become damaged (other than a Gross Defect) and require prompt repairs prior to a scheduled preventative maintenance visit, Client will notify EMSAR and EMSAR will dispatch a service technician as soon as scheduling allows, on such date and time mutually acceptable to both parties, to perform the necessary repairs (“Repair Services” and together with the Preventative Maintenance Service, the “Covered Services”).

4. SCHEDULING

Any Covered Services will be scheduled in advance on such date and time that is mutually acceptable to both parties, typically between Monday through Friday, 8:00am to 5:00pm (local time) (“Business Hours”). It is Client’s responsibility to make the applicable Covered Equipment available to EMSAR for service at the scheduled time. Any services scheduled for outside of Business Hours will incur an additional \$200 flat fee per service request.

Client acknowledges that once services have been scheduled with EMSAR, EMSAR will expend significant time and effort in coordinating and staffing such services. In the event that Client cancels a scheduled service with less than one (1) business days’ notice to EMSAR, or the applicable Covered Equipment is not available to EMSAR for service at the scheduled time, Client will be charged for any travel-related expenses incurred by EMSAR, which will be evidenced by documentation submitted by EMSAR.

5. DOCUMENTATION AND RECORD KEEPING

Accurate and complete records relating to any repairs and maintenance performed by EMSAR will be maintained by EMSAR and will be made available to Client upon request.

6. TERM OF AGREEMENT

Unless and until sooner terminated as provided below, EMSAR will provide the services detailed in this Agreement for a term of thirty-six (36) months, beginning on the Commencement Date indicated below (the "Initial Term"), with the option to renew for three (3) additional one (1) year periods upon execution of a written amendment executed by both parties. (per guidelines in item 7 below).

7. EARLY TERMINATION; SUSPENSION OF SERVICES

Either party may terminate this Agreement by notifying the other party in writing with sixty (60) days' notice. In the event of such termination, EMSAR will prorate the applicable Annual Fee (as defined below) based on the portion of the applicable year (the "Partial Year") that this Agreement is in effect (such prorated Annual Fee, the "Prorated Annual Fee"). To the extent that EMSAR has received from Client an Annual Fee for such Partial Year in excess of the Prorated Annual Fee, EMSAR will issue Client a refund in the amount of such excess; *provided, however*, that EMSAR will be entitled to offset such excess against any other amounts that Client may owe to EMSAR under this Agreement or otherwise. Upon termination of this Agreement, any and all payments owed to EMSAR (including for any Excluded Items and Excluded Services) are immediately due and payable.

Prior to termination of this Agreement, EMSAR reserves the right to suspend any and all services under this Agreement while Client is in default or breach of any terms of this Agreement.

8. PRICE GUARANTY AND AUTOMATIC ADJUSTMENTS

EMSAR agrees to hold firm the rates per item as set forth in Appendix I on the date hereof for the Initial Term. Each year thereafter, such rates will automatically increase by three percent (3%) to account for inflation and increases in costs-of-living.

9. PRICING AND TERMS OF PAYMENT

Pricing is based on the following:

(9) Cot, Stair-Chair, Lockdown Retention System @ \$495.00 per	\$4,455.00
(0) Cot, Stair-Chairs @ \$495.00 per	
(0) Cot, Lockdown Retention System @ \$495.00 per	
(11) Additional stair chairs (x1), and scoop litters (x10) @ \$150.00 per	\$1,650.00
(0) Performance Load Systems @ \$495.00 per + parts	
(0) Power Load Systems @ \$495.00 per + parts	
TOTAL	\$6,105.00

Client agrees to pay EMSAR the amount of [**\$6,105.00**] Per annum for the Covered Services (the "Annual Fee"), subject to adjustments pursuant to Sections 7 and 8 hereof, which payment for the initial year of the Agreement will be due and payable in full at signing, and each subsequent yearly payment will be due and payable at each anniversary of the date of this Agreement.

All quoted prices are exclusive of taxes, if applicable.

10. WARRANTY; LIMITATION OF LIABILITY

EMSAR warrants that its service will be free from defects in workmanship for thirty (30) days from the date of service. Any parts will be covered by the manufacturer's standard warranty. This limited warranty applies to Covered Equipment used under normal and proper conditions and is void for any Gross Defects. Client's sole remedy under this warranty is limited to repair or replacement of the defective part. To make a claim under this limited warranty, Client will promptly notify EMSAR.

EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, EMSAR MAKES NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED. EMSAR MAKES NO IMPLIED

WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL EMSAR BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES SUSTAINED IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF EMSAR'S SERVICES OR PARTS.

In no event will the aggregate liability of EMSAR, whether under contract, tort, or otherwise, exceed the aggregate Annual Fees actually received by EMSAR under this Agreement.

11. INDEMNITY

To the extent permitted by law and subject to the limitations of Fla. Stat. 768.28, Client will defend, indemnify, and hold EMSAR, its officers, managers, personnel, affiliates and agents (collectively, "Representatives") harmless from and against any and all claims and demands (including damages, liabilities, losses and expenses, including reasonable attorney's fees, incurred in connection with such claims and demands) ("Claims") made by any third parties against EMSAR arising from or relating to the Covered Equipment or any bodily injury (including death) or property damage related to the use and/or misuse of the Covered Equipment, except to the extent such Claims arise from the negligence or willful misconduct of EMSAR or its Representatives.

Subject to the limitations in Section 10, EMSAR agrees to defend, indemnify, and hold Client and its Representatives harmless from and against any and all Claims made by any third parties against Client in connection with the Covered Equipment arising from the negligence or willful misconduct of EMSAR or its Representatives.

12. NON-SOLICITATION

Client acknowledges that EMSAR's personnel and any person performing services on EMSAR's behalf (collectively, "EMSAR Personnel") are of great value to EMSAR and have been trained and developed by EMSAR at great cost. Client agrees that it will not, at any time during the term of this Agreement and for a period of two (2) years thereafter, directly or indirectly employ or engage, attempt to employ or engage, or otherwise solicit for employment or engagement any EMSAR Personnel, except with the prior written consent of EMSAR.

13. FORCE MAJEURE

EMSAR will make every effort not to cancel or reschedule any scheduled services. Notwithstanding the foregoing, EMSAR will not be liable for any loss, damage or delay or failure to perform, in whole or in part, caused by events beyond EMSAR's reasonable control, including, but not limited to, acts of God, natural disasters, disease, epidemics, pandemics (including COVID-19), acts or omissions of any governmental authority, riot, war or similar hostility, strikes, labor stoppages or slowdowns or other labor disturbances. In the event of any such delay or failure to perform, Client's sole remedy against EMSAR will be to terminate this Agreement under Section 7.

14. INSURANCE REQUIREMENTS

EMSAR shall maintain the following insurance coverage during the term of the Agreement: (i) commercial general liability coverage, including coverage for products and completed operations liability, with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate applying to bodily injury, personal injury, and property damage; (ii) automobile liability insurance with combined single limits of \$1,000,000.00 for owned, hired, and non-owned vehicles; and (iii) worker's compensation insurance as required by applicable law. At Client's written request, certificates of insurance shall be provided by EMSAR prior to commencement of the Services at any premises owned or operated by Client. To the extent permitted by applicable laws and regulations, EMSAR shall be permitted to meet the above requirements through a program of self-insurance.

15. FLORIDA PUBLIC RECORDS

IF EMSAR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO EMSAR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM

a. EMSAR shall comply with public records laws, specifically to:

- i. Keep and maintain public records required by Client to perform the service.
- ii. Upon request from Client's custodian of public records, provide Client 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 Florida Statute or as otherwise provided by law.
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized or required by law or to fulfill EMSAR's obligations under this Agreement for the duration of the Agreement term and following completion of the Agreement if EMSAR does not transfer the records to Client.
- iv. Upon completion of the Agreement, transfer, at no cost to Client, all public records in possession of EMSAR or keep and maintain public records required by Client to perform the service. If EMSAR transfers all public records to Client upon completion of the Agreement, EMSAR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; provided, however, that EMSAR may retain such records in electronic form in an automatically-archived backup file. If the EMSAR keeps and maintains public records upon completion of the Agreement, EMSAR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology systems of Client.
- v. If EMSAR does not comply with this section, Client shall enforce the contract provisions in accordance with the Agreement and may unilaterally cancel this Agreement in accordance with state law.

16. INSPECTOR GENERAL

EMSAR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement and may demand and obtain records and testimony from EMSAR and its subcontractors and lower tier subcontractors as permitted by applicable law. EMSAR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of EMSAR or its subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by Client to be a material breach of this Agreement justifying its termination.

17. E-VERIFY

By entering into this Agreement EMSAR acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." EMSAR affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be

terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by EMSAR, EMSAR may be prohibited from conducting future business with Client or from being awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of EMSAR.

18. FISCAL FUNDING

The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

19. GOVERNING LAW; SURVIVAL

This Agreement shall be construed in accordance with the City of Delray Beach's Code of Ordinances and the laws of the State of Florida. Any dispute relating to this Agreement shall only be filed in a court of competent jurisdiction in Palm Beach County, Florida, and each of the parties to this Agreement submits itself to the jurisdiction of such court. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this Agreement or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs. The provisions of Sections 7, 10, 11, 12, 15, 16, 19 and 20 will survive the termination of this Agreement.

20. ASSIGNMENT

This Agreement will not be assigned by either party without the prior written consent of the other party, which consent will not unreasonably be withheld, conditioned, or delayed. Notwithstanding the foregoing, EMSAR may assign this Agreement to a successor in interest upon a merger, reorganization, change of control, acquisition or sale of all or substantially all of the assets of EMSAR, or to a lender for collateral assignment purposes.. Any assignment in violation of this Section will be void.

21. AMENDMENT

This Agreement (including Appendix I, which is incorporated herein as if fully set forth herein) may only be amended with the consent of both parties in writing.

If tax exempt, please enter your tax-exempt number here: 85-8012621559C-4

Commencement Date: _____ (if left blank, the Commencement Date will be the date of this Agreement).

PAYMENT SCHEDULE		
Year	Date	Payment
1	01/15/2022	\$6,105.00
2	01/15/2023	\$6,105.00
3	01/15/2024	\$6,105.00

4	01/15/2025	\$6,410.25
5	01/15/2026	\$6,730.76
6	01/15/2027	\$7,067.30

[Signatures on Next Page.]

IN WITNESS WHEREOF, Client and CSA SERVICE SOLUTIONS, LLC (d/b/a EMSAR) executed this Agreement as of the day and year first above written.

ATTEST:

Katerri Johnson
Katerri Johnson, City Clerk

CITY OF DELRAY BEACH

By: Terrence R. Moore
Terrence R. Moore, ICMA-CM

Approved as to form and legal sufficiency:

Lynn Gelin
Lynn Gelin, City Attorney

CSA SERVICE SOLUTIONS, LLC (d/b/a EMSAR)

By: Luc Vallieres

Print Name: Luc Vallieres

Title: Chief Executive Officer

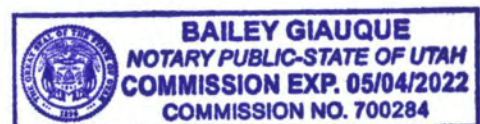
(SEAL)

STATE OF Utah
COUNTY OF Summit

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of February, 2022 by Luc Vallieres (name of person), as Chief Executive (type of authority) for CSA Service Solutions (name of party on behalf of whom instrument was executed).

Personally known OR Produced Identification X
Type of Identification Produced Drivers License

Notary Public
Notary Public – State of Utah



CLIENT CONTACT INFORMATION

In order for EMSAR to service you best, it is important to fill out as many fields as possible

Company Name City of Delray Beach
If Name Different Delray Beach Fire Rescue Department
Billing Address 501 W Atlantic Ave. Delray Beach, FL 33444

Name of Primary Contact Pertaining to Billing Roxanne Tilghman
☒ Phone (561) 243-7419
☒ Fax (561) 243-7461
☒ Email Address tilghman@mydelraybeach.com

Address of Locations Where Equipment Is Located

☒ Address 501 W. Atlantic Ave, Delray Beach, FL 33444
☐ Address _____
☐ Address _____
☐ Address _____
☐ Address _____

Name of Primary Contact Pertaining to Service Joe Mazzeo
☒ Work Phone (561) 243-7433
☐ Home Phone _____
☒ Cell Phone (561) 308-9040
☒ Email Address mazzeo@mydelraybeach.com

Name of Secondary Contact Pertaining to Service Walter Hirst
☒ Work Phone (561) 243-7431
☐ Home Phone _____
☒ Cell Phone (561) 262-8502
☒ Email Address hirstw@mydelraybeach.com

APPENDIX I

Covered Equipment:

#	Make	Model	Serial #
PATIENT COTS			
1	Ferno	iNX, Cot	17S013928
2	Ferno	iNX, Cot	17S013929
3	Ferno	iNX, Cot	17S014052
4	Ferno	iNX, Cot	17S014053
5	Ferno	iNX, Cot	18S015616
6	Ferno	iNX, Cot	18S015743
7	Ferno	iNX, Cot	18S016387
8	Ferno	iNX, Cot	19S018086
9	Ferno	Power X1, Cot	21S024843
STAIR-CHAIRS			
1	Ferno	59T EZ Glide, Stair-Chair	17N376923
2	Ferno	59T EZ Glide, Stair-Chair	17N376925
3	Ferno	59T EZ Glide, Stair-Chair	18N396210
4	Ferno	59T EZ Glide, Stair-Chair	18N396217
5	Ferno	59T EZ Glide, Stair-Chair	18N396218
6	Ferno	59T EZ Glide, Stair-Chair	18N396614
7	Ferno	59T EZ Glide, Stair-Chair	18N396618
8	Ferno	59T EZ Glide, Stair-Chair	18N396619
9	Ferno	59T EZ Glide, Stair-Chair	18N403484
10	Ferno	59T EZ Glide, Stair-Chair, (not assigned to a truck)	19N419636

SCOOP STRETCHERS			
1	Ferno	65, Scoop Stretcher	16A-008497
2	Ferno	65, Scoop Stretcher	18A016571
3	Ferno	65, Scoop Stretcher	18A-016580
4	Ferno	65, Scoop Stretcher	18A016581
5	Ferno	65, Scoop Stretcher	18A016585
6	Ferno	65, Scoop Stretcher	18A016587
7	Ferno	65, Scoop Stretcher	E07567
8	Ferno	65, Scoop Stretcher	J21772
9	Ferno	65, Scoop Stretcher	L676549
10	Ferno	65, Scoop Stretcher	238342



MEMORANDUM SOLE SOURCE APPROVAL

TO: Ilyse Triestman, Acting Purchasing Director
FROM: Sean Gibson, Division Chief
THROUGH: Kevin Green, Assistant Chief *KGS*
SUBJECT: Sole Source Approval Request: EMSAR
DATE: March 23, 2021

Background: Delray Beach Fire Rescue has eleven rescue trucks that are stocked with stretchers, stair chairs and scoop stretchers manufactured by Ferno. All aforementioned items are essential to the safe packaging and transportation of our patients to the hospital. It is imperative that this equipment is properly maintained and in safe working order for department personnel to use every day. We would like to enter into a three-year agreement with Emergency Medical Equipment and Repair (EMSAR) to maintain and repair our stretchers biannually. This will provide a superior level of readiness for our equipment which will prevent down-time and increase operational readiness.

Justification: EMSAR is national company that has the sole source agreement with the Ferno Corporation for maintenance and repair of their products. They have the training and equipment to diagnose and repair the Ferno electronic stretchers that are being used on all our frontline rescue trucks.

Market Research: After researching this topic, there were several other companies that can perform the services required. However, none of these companies is authorized by Ferno to complete service and repair of their products. EMSAR is a nationwide corporation that serves South Florida.

Quote or Proposal is attached ☒ Yes ☐ No

Comments: Please see the attached sole source letter from Ferno and the quote for the service from EMSAR.

☒ **Approved** This Sole Source approval is valid for 12 months from date of approval. Attach this Sole Source Approval to all Acquisition Approval Memos and/or requisitions for this item.

☐ **Need Additional Information** ☐ **Not Approved**

Comments: _____

Ilyse Triestman
Purchasing Director

(Acting) 3.29.21

n/a

Date

Information
Director

Technology (IT)

Date



FERNO

70 Weil Way • Wilmington, OH 45177-9371 • (937) 382-1451 • FAX (937) 382-1191
info@ferno.com

To Whom It May Concern:

We are pleased to announce that service and repair on Ferno emergency, ambulance, and mortuary equipment is now available to you locally. Equipment Management, Service and Repair, or EMSAR® has been appointed as the only service and repair agent authorized by Ferno.

The EMSAR® agent for your area is ERLA Inc, dba EMSAR® Florida. They can be reached at (305) 255-9538 or toll free at (800) 993-6727.

Ferno has contracted with EMSAR® to provide comprehensive service and support for the complete Ferno product line. EMSAR® is the only authorized service agent of Ferno. EMSAR® technicians are factory trained and have readily available access to Ferno factory original parts. As a result, EMSAR® technicians are able to provide on-site minor repairs, quick turnaround of major repairs, and a preventive maintenance program designed to extend the life of the equipment.

We know that you will be pleased with the professionalism and consistently high quality of service EMSAR® will provide. Be proactive and call EMSAR® now to have your cot inspected and/or repaired by the only authorized Ferno service agent, EMSAR®.

Sincerely,

J Bourgraf

Joe Bourgraf,
President






Authorization Form - SS2022-015 EMSAR Agreement 2.22.22

Final Audit Report

2022-02-22

Created:	2022-02-22
By:	Lauren Czencz (czencz@mydelraybeach.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAw40Y42Xp-f_ZYugzokJ3bhnpLXkCdggkq

"Authorization Form - SS2022-015 EMSAR Agreement 2.22.22" History

-  Document created by Lauren Czencz (czencz@mydelraybeach.com)
2022-02-22 - 8:45:27 PM GMT
-  Document emailed to Ilyse Triestman (triestmani@mydelraybeach.com) for signature
2022-02-22 - 8:46:36 PM GMT
-  Email viewed by Ilyse Triestman (triestmani@mydelraybeach.com)
2022-02-22 - 9:04:52 PM GMT
-  Document e-signed by Ilyse Triestman (triestmani@mydelraybeach.com)
Signature Date: 2022-02-22 - 9:06:39 PM GMT - Time Source: server
-  Agreement completed.
2022-02-22 - 9:06:39 PM GMT

AUTHORIZATION FORM

RECEIVED

FEB 24 2022

Assistant City Manager's
Office



Do not write / CM Office Only

CMO Log #: _____

Rcv'd Date: _____

Originator:

Name Lauren Czencz *LC* Department Purchasing Ext. 7442 Date 2/22/22

Description of Request: SS2022-015 Agreement - CSA Service Solutions, LLC d/b/a EMSAR

Department Leave Form ☐ Check Request Form ☐ Acquisition Approval ☐

Budget Transfer ☐ Grant Item ☐ Memorandum Service Authorization Approval ☐

☒ Other (Please Specify) Agreement with CSA Service Solutions, LLC d/b/a EMSAR for Fire Rescue
equipment maintenance.

Department Head Signature: *Nguyen Transtman*

Finance Signature: (if request impacts budget) _____

Review Completed by Staff – Comments:

- ☐ RETURN TO ORIGINATOR FOR ADDITIONAL COMMENTS
- ☐ APPROVED FOR TERRENCE R. MOORE, ICMA-CM SIGNATURE
- ☐ APPROVED FOR JEFFREY ORIS, ACM SIGNATURE

TRACKING:

Returned to _____ Department for additional information on: _____

Forwarded to _____ Department for action on: _____

CITY ATTORNEY OFFICE - LEGAL REVIEW CHECKLIST

Name of Agreement: EMS Services Agreement with CSA Service Solutions, LLC d/b/a EMSAR

Department: Fire

Contact person: Lauren Czencs

City Manager approval ☒

City Commission approval ☐

Reviewed by Purchasing ☒

Agenda item #:

Agenda meeting date:

Resolution #:

Agreement Action:

New ☒

Renewal* ☐

Amendment* ☐

*Renewal: Only change is the agreement term
*Amendment: For changes other than/in addition to term

Does the Contractor require the City to sign first?: No

For City Attorney Use only:

Agreement Terms:	Comments/Specific Provision in Agreement
Term (Duration of Agreement)	6: 36 months
Termination Clause	7: either party may terminate with 60 days notice
Renewal Clause	6: option to renew for three additional one-year periods
Insurance	City standard
Indemnification	City standard
Assignment	20: not without prior written consent
Fiscal Funding Requirement	18
FL. Public Records Provision (2016)	15
Inspector General Provision	16
Governing Law	Florida
Venue	Palm Beach County
Attorney's fees	19- each party to pay their own
E-verify	17

Business Principles:	Comments
Fees: Total Value	\$38,523.00
Fees: Per Fiscal Year	Upon Execution - January 14, 2025: \$18,315, Renewal 1: \$6,410.00, Renewal 2: \$6,731.00, Renewal 3: \$7,067.00

Other Issues:	Comments
Non-Negotiable Issues/ Miscellaneous Issues/ Special Considerations	CSA Service Solutions, LLC d/b/a EMSAR is approved as a Sole Source.

Consistent with applicable policies including, but not limited to, Procurement policies. Yes ☒

Attorney: Kelly Brandon, Esq.

Reviewed and approved as to form and legal sufficiency only

Form version 5, March, 2018