

STANDARD FORM OF AGREEMENT
BETWEEN THE CITY OF DELRAY BEACH FIRE-RESCUE DEPARTMENT
AND UNIVERSAL PROTECTION SERVICE, LLC

THIS AGREEMENT is entered in this 1st day of August, 2017, between the CITY OF DELRAY BEACH, FLORIDA, on behalf of the FIRE-RESCUE DEPARTMENT (hereinafter referred to as "Fire-Rescue") and UNIVERSAL PROTECTION SERVICE, LLC (hereinafter referred to as "Universal").

Whereas, the City of Delray Beach on behalf of Fire-Rescue, desires to enter into this Agreement with Universal for the purpose of establishing dispatch protocols, the roles and responsibilities of first responder personnel at an emergency scene, and the documentation for patient care rendered pursuant to Chapter 64J-2 of the Florida Administrative Code

Now, therefore, the parties agree as follows:

1. Recitations. The above recitations are incorporated as if fully set forth herein.
2. Dispatch Protocols.
 - a. Dispatch. The City of Delray Beach 911 Emergency Dispatch Center shall be the primary public safety answering point for all requests for emergency medical services within Delaire Country Club and will be responsible for the dispatch of Fire-Rescue units. Universal agrees to advertise the use of 911 for the reporting of fire and medical emergencies and to discourage its residents from notifying Universal before using the 911 system. Universal will advertise no other number to the residents of Delaire Country Club for the purpose of reporting fire and medical emergencies. Universal will immediately retransmit all requests for fire and emergency medical assistance to the City's communications center.
 - b. Communications while En Route. Radio communications between Fire-Rescue and Universal while en route will be accomplished using the assigned MED/COM frequency. Such communications shall be utilized when the patient or the scene is unstable, when necessary to affect the safety of responding personnel and, when necessary to transmit vital information to the responding Fire-Rescue unit upon completion of the primary survey of the patient, when situation permits.
3. First Responder Roles and Responsibilities.
 - a. Intent. The intent of this section is to identify Universal's responsibility to both the patient and to Delray Beach Fire-Rescue. It is also to clearly establish Fire-Rescue as the final authority over patient care and transport, as provided by current Certificate of Public Convenience and Necessity issued by Palm Beach County.
 - b. Responsibility Upon Arriving. Upon arriving at an emergency scene, Universal will assess for scene safety and determine whether it is feasible to enter. If the scene is not safe, Universal will retreat to safety. Universal will notify all other responding units of the situation and request law enforcement to respond. Universal will stay until the arrival of Fire-Rescue, at which time; Fire-Rescue will assume responsibility for the call.
 - c. Patient Assessment. Upon patient contact, Universal shall begin patient assessment and initiate care of any sick or injured person.

- d. Care protocols. All care provided by Universal shall be in accordance with the Palm Beach County Uniform Advanced Life Support Protocols, as adopted by the Palm Beach County EMS Medical Directors Association. Universal shall also provide to Fire-Rescue a copy of their infectious diseases policy and procedures.
 - e. First Responder Duties. Universal will function only as an ALS First Responder by using certified Paramedics carrying a full set of Advanced Life Support medications and equipment as required by Chapter 401, Florida Statutes and Chapter 64J-2, Florida Administrative Code for an Advanced Life Support, Non-Transport vehicle. Such care shall only be provided prior to the arrival of Fire-Rescue units and only within the private property of Delaire Country Club.
 - f. Transport Decisions. Decisions concerning the transport of emergency medical patients shall remain the sole authority and responsibility of Fire-Rescue. Fire-Rescue shall be the exclusive provider of advanced Life Support transport.
4. ALS First Responder Qualifications. Universal's Paramedics shall be certified by the State of Florida and will meet all qualifications and educational requirements as set forth in Chapter 401, Florida Statutes, and Chapter 64J-2 Florida Administrative Code.
5. Documentation of Patient Care Rendered by First Responder.
 - a. Documentation Requirements. Universal shall provide documentation required for patient care pursuant to Chapter 64J-2 of the Florida Administrative Code. In addition, but not as a limitation, Universal will provide to Fire-Rescue written documentation of vitals (with time taken), chief complaint, age and sex of patient, assessment findings, interventions, by whom performed and time performed. Such information shall be provided to the responding Fire-Rescue unit verbally upon arrival of that unit and prior to Fire-Rescue's departure from the scene, in a preliminary, written report to include at a minimum, vital signs, chief complaints and all interventions.
 - b. Quarterly Reports. Universal will provide to Fire-Rescue on a quarterly basis copies of all medical run reports to which Universal responded to on Delaire Country Club's property. Such report shall include all patient assessments, treatments/interventions, responses to treatments/interventions, response, assessment and treatment times. The paramedic rendering treatment must sign the medical report. Fire-Rescue shall use these reports for Quality Assurance purposes, and as such, they shall be deemed confidential. All such reports will be forwarded to Fire-Rescue Headquarters, in care of the Rescue Division.
6. Notifications of Exposure to Infectious Disease. If a potential or actual exposure to infectious disease occurs during a call within Delaire Country Club, Fire-Rescue shall notify Universal as soon as Fire-Rescue has confirmed same with the receiving hospital. Should Universal become aware of a potential or actual exposure that involves response personnel, Universal shall notify Fire-Rescue as soon as possible. Each agency shall be responsible for providing appropriate scare to its own personnel in the event of such an exposure.
7. Period of Agreement shall begin August 1, 2017 and shall end August 2, 2019 unless terminated earlier as herein provided. This agreement may be renewed for a period of one additional year, upon the express written consent of the City.
8. Termination. This agreement may be terminated without cause by either party, upon receipt of written notice to the other party. In addition, this Agreement may be terminated by the City for cause, which shall include, but not be limited to lack of compliance with applicable rules, laws and regulations; failure to

perform in a timely manner; conduct injurious to proper patient care and safety or any other reasonable cause. Termination for cause shall be effective upon mailing or hand-delivery of a Notice of Cancellation.

9. Indemnification. Universal shall indemnify and hold harmless the City of Delray Beach and its officers, agents and employees for any cause of action or claim of whatever kind or nature including, but not limited to, negligence, gross negligence, intentional torts arising out of the performance of this Agreement, including every act or omission in the performance of this Agreement. This indemnification and hold harmless agreement shall not include any negligent acts of the City. The City does not waive its immunity under Florida Statute 768.28.
10. Insurance. Universal shall obtain Comprehensive Liability Insurance in the amount of \$1,000,000.00 per occurrence from a company rated A+ or better by the BEST Guide. Universal shall name the City as an additional insured. The insurance certificate shall state that the City shall have thirty (30) days prior notice of cancellation. This insurance shall remain in full force and effect during the term of this Agreement.
11. Notice and Contact. At any time should there be an issue concerning fulfillment of this MOU, notice of this issue shall be transmitted as soon as possible to the other party to insure that it is immediately addressed and resolved to the satisfaction of all. All notices shall be in writing (or e-mail) and sent to the address listed below.
 - a. Name, address, telephone number and fax number of the contact person for the City is as follows:
L. Keith Tomey, III, Interim Fire Chief
Delray Beach Fire-Rescue Department
501 West Atlantic Avenue
Delray Beach, FL 33444
Phone: (561) 243-7487
Fax: (561) 243-7461
tomeyk@mydelraybeach.com
 - b. Name, address, telephone number and fax number of the contact person for Universal Protection Services is as follows:
Ray Pradines, Chief of EMS
5840 Corporate Way, Suite 102
West Palm Beach, FL 33410
Phone: (561) 478-9983
Fax: (561) 478-9910
raymond.pradines@aus.com
12. Venue. This Agreement shall be constructed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Palm Beach County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.
13. Waiver. No waiver by the City of any right or remedy granted hereunder or failure to insist on strict performance by Universal shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the City for any further or subsequent default by Universal. Any power of approval or disapproval granted to the Department under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

14. Counterparts. The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
15. Legal Authority. Each party represents that the person signing this Agreement has the legal authority to bind the parties to this Agreement.
16. Modification; Entire Understanding. This Agreement may be amended, in writing, by mutual agreement of the parties. All prior understanding and agreements between the parties with respect to such matters are merged into this Agreement which alone, fully and completely express their understanding.
17. No Assignment. This Agreement shall not be assigned.
18. City Signature Required. This Agreement shall not be valid, unless signed by the City Manager or the Mayor.
19. Filing of Agreement Required. This Agreement shall not be valid unless filed with the Bureau of Emergency Services, Department of Health, 4052 Bald Cypress Way, Tallahassee, FL 32399-1738, in accordance with the Florida Administrative Code, pursuant to Florida Statute Section 401.435.

20. PUBLIC RECORDS

City is a public agency subject to Chapter 119, Fla. Stat. Second Party shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, Purchaser agrees to:

Keep and maintain all records that ordinarily and necessarily would be required by the City.

Provide the public with access to public records on the same terms and conditions that the City would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.

Meet all requirements for retaining public records and transfer, at no cost, to the City all records in possession of the Second Party at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City. All records shall be transferred to the City prior to final payment being made to the Second Party.

If Second Party does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

21. INSPECTOR GENERAL

Second Party 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 contract, and may demand and obtain records and testimony from Second Party and its sub licensees and lower tier sub licensees. Second Party understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Second Party or its sub licensee or lower tier sub licensees to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

In witness whereof, the parties have caused this Agreement and one counterpart, both of which shall constitute originals, to be executed by its proper officers hereto duly authorized on the year and date first above written.

ATTEST:

CITY OF DELRAY BEACH,

By: _____
Katerri Johnson, Clerk

By: _____
Cary Glickstein, Mayor

Approved as to Form and
Legal Sufficiency:

By: _____
R. Max Lohman, City Attorney

By: L. Keith Tomey, III
L. Keith Tomey, III, Interim Fire Chief

By: Craig Kushnir, D.O.
Craig Kushnir, D.O., Medical Director
Delray Beach Fire-Rescue

UNIVERSAL PROTECTION SERVICE, LLC

By: Raymond Pradines
Raymond Pradines
Chief - Emergency Medical Services

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 7 day of July, 2017, by Raymond Pradines of Universal Protection Service, LLC, a (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification.

Mary Simmons
Signature of Notary Public State of Florida

