

CONTRACT SUMMARY

This contract action has completed the Department's routing process and has received the required approvals for execution.

Division/CHD/Office:	Division of Emergency Preparedness and Community Support
Provider Name:	Miami-Dade County Board of County Commissioners
Contract Number:	C2443
Original Contract Amount:	\$127,967.84
Total Contract Amount (executed actions):	N/A
Original Contract Start Date:	June 1, 2024
Contract End Date (executed actions):	May 31, 2025

DESCRIPTION OF CONTRACTUAL SERVICES:

Expansion and enhancement of Emergency Medical Services in area of coverage as outlined in the approved grant application (Attachment A).

CONTRACT ACTION:

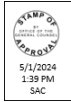
AMENDMENT(Y/N):	N	AMENDMENT AMOUNT:	N/A		
CHANGE TO TERM(Y/N):	N	START DATE:	N/A	END DATE:	N/A
RENEWAL:	N	RENEWAL AMOUNT:	N/A		
START DATE:	N/A	END DATE:	N/A		

DESCRIPTION OF CONTRACT AMENDMENT ACTION:

N/A

This contract complies with all of the following requirements:

- A statement of work
- Quantifiable and measurable deliverables
- Performance measures
- Financial consequences for non-performance
- Terms and conditions which protect the interest of the state
- All requirements of law have been met regarding the contract
- Documentation in the contract file is sufficient to support the contract and the attestation (examples: business case; directive to establish contract; subject research and analysis, etc.)
- If the contract is established by way of a competitive solicitation as identified in section 287.057(1), Florida Statutes, the costs of the contract are the most advantageous to the state or offer the best value



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**MEMORANDUM OF AGREEMENT
BETWEEN
The FLORIDA DEPARTMENT OF HEALTH
And
Miami-Dade County Board of County Commissioners**

This Memorandum of Agreement “Agreement” for Emergency Medical Services County Grants, is entered into between the Florida Department of Health “Department”, and Miami-Dade County Board of County Commissioners “Grantee”, each a “Party” and jointly referred to as the “Parties”. In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

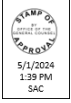
SECTION I: DEFINITIONS

A. Definition of Terms:

- 1) Quarter: A three-month period of the executed agreement. The quarters for this Agreement are July through September (Quarter One); October through December (Quarter Two); January through March (Quarter Three); and April through June (Quarter Four).
- 2) Emergency Medical Services (EMS): A system that responds to emergencies in need of highly skilled pre-hospital clinicians.
- 3) Emergency Medical Services County Grant: Grant funds divided among Florida’s 67 counties according to the proportion of the combined amount deposited in the trust fund from the county. These funds may not be used to match grant funds.
- 4) Grantee: A county emergency medical services organization for which the Department has approved an application for an Emergency Medical Services County Grant.

SECTION II: GENERAL TERMS AND CONDITIONS

- A. General Statement: The Grantee will receive \$127,967.84 from General Appropriation 516 of the 2024-2025 Appropriations Act Laws of Florida,” Grants and Aids – Emergency Medical Services County Grants from Emergency Medical Services Trust Fund.”
- B. Legal Authority: This Agreement is made pursuant to the Specific Appropriation Line item 516, 2024-2025 Appropriations Act and Section 401.111, Florida Statutes.
- C. Entire Agreement: This Agreement embodies the entire Agreement and understanding between the Parties, on the subject hereof.



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- D. Term: The term of this Agreement is June 1, 2024 to May 31, 2025, or upon completion of the project, or whichever is sooner.

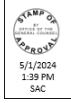
SECTION III: PROPERTY AND EQUIPMENT

- A. Property and equipment are defined as non-expendable, tangible property having a useful life of more than one year with a cost of \$5,000 or more.
 - 1. All property and equipment purchased with Emergency Medical Services County Grant funds must be:
 - a. Necessary to carry out the approved project;
 - b. Justified to and pre-approved by the Department;
 - c. Inventoried and tracked throughout the grant period; and
 - d. Protected with sufficient insurance and security safeguards.
- B. All approved property and equipment must be purchased and received prior to the last three months of the grant period unless prior written approval from the Department has been obtained.
- C. All equipment purchased with grant funds is the property of the grantee, and is subject to Chapter 273, Florida Statutes, dealing with state-owned tangible personal property and the disposition thereof. For research institutions not covered under Chapter 1000, Florida Statutes, equipment no longer deemed to be useful will remain state property and must be transferred or donated to a state agency or public university for redistribution or disposition.

SECTION IV: SERVICES TO BE PROVIDED

- A. Task List: Grantee will perform the following tasks:
 - 1) Ensure the following tasks are performed as needed:
 - a. Grantee must complete the project as specified in the Department approved Emergency Medical Services County Grant Program application (Attachment A hereinafter referred to as the "Project").
 - b. Grantee will obtain all supplies, services, and labor for use in the performance of this MOA at the lowest practicable cost and by means of competitive bidding wherever practicable or required by Florida law.

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- c. Provide a quarterly report to the Department outlining all items that were purchased during the quarter, as well as any remaining items to be purchased during the contract term.

SECTION V: DELIVERABLES AND METHOD OF PAYMENT

A. Deliverables: Grantee must complete and submit the following deliverable in the time and manner specified:

- 1) Quarterly: The Grantee must provide a quarterly report, reflecting all purchases made in accordance with the approved Attachment A, to the Department demonstrating progress toward completion of the Project as specified in the Department approved Attachment A.

B. Method of Payment:

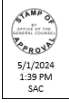
- 1) Payment: This is a 100% advance payment.
- 2) Reporting Requirements: Grantee must submit a properly completed quarterly report to the Agreement Manager within 15 days of the end of each quarter. At a minimum, each report must be submitted on Grantee's letterhead, provide the invoice date, and all activities completed during the invoice period. On a separate page, the Grantee must provide the following:
 - a) Beginning budget amount;
 - b) Amount spent year to date;
 - c) Amount remaining in budget;
 - d) Statement certifying the accuracy of the invoice; and
 - e) Signature of an individual with the authority to bind the Grantee.

3) Matching of State Funds

Funds received from the Department for this grant shall not be used as Matching Funds for any Projects.

C. Special Provisions:

- 1) Allowable Costs: The Grantee may expend funds only for allowable costs resulting from obligations incurred during the Agreement term. Allowable costs are those that are related to the approved Attachment A.
- 2) Return of Funds: Any balance of unobligated funds advanced or paid, or funds that were not expended in accordance with the Attachment A must be refunded

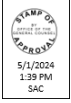


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to the Department within three months of the grant end date.

- 3) Monitoring: The Grantee must permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, or goods and services of the Grantee that are relevant to this grant, and interview any clients, sub-contractors, and employees of the Grantee to assure the Department of satisfactory performance of the Terms and Conditions of this grant. Monitoring may take place at any time during the grant period or records retention period, with reasonable advance notice, during normal business hours. Following such evaluation, the Department may deliver to Grantee a written report of its findings and may include written recommendations with regard to Grantee's performance of the Terms and Conditions of this grant. Grantee will correct all noted deficiencies identified by the Department within the specified period of time set forth in the recommendations. Grantee's failure to correct noted deficiencies may, at the sole and exclusive discretion of the Department, result in any one or a combination of the following: 1) Grantee being deemed in breach or default of this Agreement; 2) the termination of this grant.
- 4) Duties of Designated Grant Manager: The Grant Manager designated by the Department shall reconcile and verify all funds received against all funds expended during the term of this Agreement period and produce a final reconciliation report. The final report for this project must identify any funds paid in excess of the expenditures incurred by the Grantee or Sub-recipient.
- 5) Sovereign Immunity: Pursuant to section 768.28, Florida Statutes, the Department is immune from civil or criminal liability resulting from acts or omissions of the Grantee and the Grantee's agents, employees, or assigns.
- 6) Governing Law and Venue: This Agreement is executed and entered into in the State of Florida and will be construed and performed under the laws, rules, and regulations of the State of Florida. Venue must be in Leon County, Florida, to the exclusion of all other jurisdictions.
- 7) Indemnification: Grantee will be liable for, and indemnify, defend, and hold the Department harmless from and against all claims, demands, suits, judgments, or damages, including, but not limited to, court costs and attorneys' fees and damages resulting from personal injury, including death or damage to property, arising out of the negligence, intentional or unintentional acts or omissions of the Grantee, and the Grantee's agents, assignees, sub-contractors, and employees, that may arise during the course of the operation of this Agreement, or that arise out of or relating to the subject property, the Project, or the use of grant money.
- 8) Modification: This Agreement may only be amended in writing and upon mutual agreement by the Parties.
- 9) Termination:

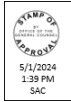


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- a) Termination Because of Lack of Funds: It is agreed that in the event funds to finance this Agreement, or part of this Agreement, become unavailable, the obligations of each Party, hereunder may be terminated upon no less than 24 hours' notice in writing to the other Party. Said notice will be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Department will be the final authority as to the availability of state funds, and how any remaining funds will be allocated among Grantees.
- b) Termination for Breach: Unless the Grantee's breach is excused by the Department, the Department may provide written notice to the Grantee specifically setting forth the breach and allow a 30-calendar day period whereby the Grantee may cure any such breach. The Department may terminate any part or the whole of this Agreement in any of the following circumstances:
- i. If Grantee fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - ii. If Grantee fails to perform any of the other provisions of this Agreement.
 - iii. Except as set forth above, termination will be upon no less than 24 hours' notice in writing delivered by certified mail, return receipt requested, or in person with proof of delivery.
- c) All provisions of this Agreement that were not terminated, amended, or modified will remain in full effect and Grantee will continue performance under any remaining provisions.
- d) After receipt of a notice of termination, and except as otherwise directed in writing, the Grantee will:
- i. Stop work under this Agreement on the date and to the extent specified in the notice of termination and take any other actions as directed in writing from the Department.
 - ii. Place no further orders or contracts for materials, services, or facilities except as may be necessary for completion of such portion of work under the Agreement as is not terminated.
 - iii. Terminate all outstanding orders and contracts to the extent that they relate to the performance of work under this Agreement.
 - iv. Prepare all necessary reports and documents required under the terms of this Agreement. Documents must be prepared up to the date of termination and include the final report due upon completion of this Agreement. The Department will provide no

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additional funds for administrative fees or for the completion of final reports after the date of termination.

- v. Notwithstanding anything to the contrary set forth herein, upon termination of this Agreement, the Grantee may continue work on the Project that is the subject of this MOA so long as such work is funded by sources other than the Department.

- 10) **Notice:** Any notices given by either party to the other party under this Agreement will be in writing and sent either: via email to the designated email address, by overnight courier, with a verified receipt; or by registered or certified United States Mail, postage prepaid. Either party's specified point of contacts may be changed by notifying the other party a minimum of one week prior to such change. Notice will be deemed sufficiently given upon receipt at the following addresses:

Department: Doug Woodlief
 Director, Division of Emergency Preparedness and Community Support
 4052 Bald Cypress Way, Bin A-26
 Tallahassee, FL, 32399
 Doug.Woodlief@flhealth.gov

Grantee: James Reyes
 Chief of Public Safety
 Miami-Dade County Board of County Commissioners
 111 NW 1 St.
 Floor 26
 Miami, FL 33128

- 11) **Cooperation with Inspectors General:** To the extent applicable, the Parties will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), Florida Statutes.
- 12) **Public Records:** The Grantee must keep and maintain public records, as defined in Chapter 119, Florida Statutes that are required by the Department to perform the services required by the grant. Questions regarding the application of Chapter 119, Florida Statutes, and its duty to provide public records relating to this Agreement, contact the custodian of public records at (850) 245-4005, PublicRecordsRequest@flhealth.gov or 4052 Bald Cypress Way, Bin A02, Tallahassee, FL 32399.



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SECTION V: AUTHORIZATION

IN WITNESS THEREOF, the Parties hereto have caused this 7-page Agreement to be executed by their undersigned, duly authorized, officials:

Grantee: Miami-Dade County Board of County Commissioners

DocuSigned by:

James Reyes

Date: 6/28/2024

Name: James Reyes
Title: Chief of Public Safety

Florida Department of Health

DocuSigned by:

Doug Woodlief

Date: 6/28/2024

Name: Doug Woodlief
Title: Director, Division of Emergency Preparedness and Community Support