



# CITY COUNCIL AGENDA STATEMENT

**Meeting Date:** January 13, 2026

**To:** Honorable Mayor and Council Members

**From:** James Muro, Fire Chief

**Through:** George Garrett, City Manager

## Agenda Item: Resolution 2026-09 Approving

**Agenda Item: Resolution 2026-09** Approving The Fire Rescue - EMS Medical Director Contract Agreement With Antonio Gandia, M.D. In An Amount Not To Exceed \$60,000.00 Per Anum Paid In Equal Monthly Payments For Medical Oversight For 911 And Critical Care Transport Operations; Authorizing The City Manager To Execute The Agreement And Expend Budgeted Funds: And Providing For An Effective Date And Providing An Effective Date.

## BACKGROUND & JUSTIFICATION:

The City of Marathon is responsible for providing emergency medical service within the City boundaries. The City is required by Chapter 401, *Florida Statutes*, to contract with a licensed physician to serve as the City's "Medical Director", also referred to as the "Fire Department Physician and Medical Safety Officer".

Professional Emergency Services, Inc. is in the business of providing medical director services and meets the requirements of Florida Statutes. The current contract expired on September 30, 2025, and is due for total renewal. The contracted amount for services will be \$60,000.00 per year. Staff recommends approval for the renewal.

## **CONSISTENCY CHECKLIST:**

1. Comprehensive Plan
2. Other \_\_\_\_\_
3. Not applicable \_\_\_\_\_

## FISCAL NOTE:

The adopted FY26 Fire Rescue budget in the General Fund includes appropriations of \$60,000 for medical director services.

### RECOMMENDATION:

## Council approve Resolution

**Sponsored by:** Garrett

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2026-09**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING THE FIRE RESCUE - EMS MEDICAL DIRECTOR CONTRACT AGREEMENT WITH ANTONIO GANDIA, M.D. IN AN AMOUNT NOT TO EXCEED \$60,000.00 PER ANUM PAID IN EQUAL MONTHLY PAYMENTS FOR MEDICAL OVERSIGHT FOR 911 AND CRITICAL CARE TRANSPORT OPERATIONS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS: AND PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Marathon, Florida (the "City") is responsible for providing emergency medical service within the City boundaries; and

**WHEREAS**, the City is required by Chapter 401, *Florida Statutes*, to contract with a licensed physician to serve as the City's "Medical Director," also referred to as the "Fire Department Physician;" and

**WHEREAS**, Professional Emergency Services, Inc. (the "Consultant"), is in business of providing medical director services and meets the requirements of Florida Statutes; and

**WHEREAS**, the City and Consultant wish to enter into the attached Agreement for three (3) years in an amount not to exceed \$60,000.00 to be paid in monthly installments.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:**

**Section 1.** The above recitals are true and correct and incorporated herein.

**Section 2.** The Agreement between the City and Medical Director, which is attached hereto as Exhibit "A," together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is hereby approved. The City Manager is authorized to execute the Contract and expend budgeted funds on behalf of the City.

**Section 3.** This resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF  
MARATHON, FLORIDA, THIS 13<sup>th</sup> DAY OF JANUARY 2026.**

**THE CITY OF MARATHON, FLORIDA**

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**Lynny Del Gaizo, Mayor**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**ATTEST:**

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Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**

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Steve Williams, City Attorney

EXHIBIT A

**CONTRACT BETWEEN  
THE CITY OF MARATHON, FLORIDA**

**AND**

**ANTONIO GANDIA, M.D.**

**TO SERVE AS MEDICAL DIRECTOR FOR MARATHON FIRE RESCUE DEPARTMENT**

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THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Marathon, Florida, hereinafter collectively referred to as the "CITY," and **Antonio Gandia, M.D.** hereinafter referred to as "MEDICAL DIRECTOR".

**WITNESSETH:**

**WHEREAS**, CITY provides fire and/or emergency medical services pursuant to Chapter 401, F.S. and Chapter 64J-1, FAC; and

**WHEREAS**, CITY is required to employ or contract with a MEDICAL DIRECTOR who shall be a Florida licensed physician, Board Certified in Emergency Medicine with added qualification in Emergency Medical Services (EMS) and pre-hospital care experience, or a business entity that employs or contracts with similarly qualified physicians; and

**WHEREAS**, CITY has determined it to be in the best interests of the residents of and visitors to the City of Marathon to contract with MEDICAL DIRECTOR for the purpose of providing direction to the Fire and Emergency Medical Services; and

**WHEREAS**, MEDICAL DIRECTOR desires to provide professional services according to the terms and conditions stated herein.

**NOW THEREFORE**, in consideration of the mutual understandings and Contracts set forth herein, CITY and MEDICAL DIRECTOR agree as follows:

**1. The Contract Documents**

The contract documents consist of this Contract, and the following exhibits:

“Attachment A” –Non Collusion Affidavit

Attachment B” – Public Entity Crime Statement

“Attachment C”- Drug Free Workplace Form

“Attachment D” – Insurance Documents

“Attachment E”- Affidavit Attesting to Noncoercive Conduct

“Attachment F”- Foreign Entities Affidavit

“Attachment G”- State Mandated Provisions Affidavit

“Attachment H”- HIPPA Business Associate Addendum

“Attachment I”- Mandatory Federal Provisions Addendum

“Attachment J” – Byrd-Anti Lobbying Certification

“Attachment K”- Certification Regarding Debarment, Suspension, Proposed Debarment Other Responsibility Matters

“Attachment L” – Consent to Criminal Background Check / Licensure Eligibility Attestation Form

## **2. Term**

This Contract shall become effective on December 1, 2025, and shall run for an initial term of three (3) years, through November 30, 2028 (Initial Term). The agreement may thereafter be renewed for one (1) additional three (3) year term based upon satisfactory performance and the mutual written agreements of the parties. The initial term and services provided hereunder will continue until midnight of the last day stated in the term of contract, unless otherwise extended or amended by formal amendment of the contract agreed to by the parties.

## **3. Compensation**

### **3.1 Ground Ambulance**

MEDICAL DIRECTOR shall be paid at a rate of \$5,000 per month to provide ground ambulance medical direction. Payments shall be made monthly in arrears by CITY pursuant to the Florida Local Government Prompt Payment Act after receipt of proper invoice submitted by MEDICAL DIRECTOR.

### **3.2**

If required, physician “peer to peer” services for collection of denied medical claims will be paid, subject to administrative review, at a rate of \$250.00/hour in order to collect funds that would otherwise be unpaid.

### **3.3**

CITY will reimburse MEDICAL DIRECTOR for any direct expenses associated with meetings required by the CITY. For the purpose of this paragraph, the term “direct expenses” means per diem or subsistence allowances, transportation costs or mileage allowances, and miscellaneous travel expenses, as those terms are defined by Section 112.061, Florida Statutes. All compensation shall be according to City Ordinance and State law.

### **3.4**

- a. MEDICAL DIRECTOR will be provided a City phone and any other equipment required as approved by the Chief of Fire Rescue.
- b. CITY will reimburse MEDICAL DIRECTOR for the yearly application fee required for renewal of the City’s Drug Enforcement Administration (DEA) certificate, if the MEDICAL DIRECTOR has paid the application fee in advance on behalf of the CITY.

### **3.5**

Invoices received from MEDICAL DIRECTOR shall be reviewed and approved by the CITY Fire Chief or his designee, indicating that services have been rendered in conformity with the Contract, and then will be sent to the Finance Department for payment.

### **3.6**

In order for both parties to close their books and records, MEDICAL DIRECTOR must clearly state “FINAL INVOICE” on MEDICAL DIRECTOR’s final and last billing to CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to CITY. Since this account will thereupon be closed, any and other future charges if not properly included in this final invoice are waived by MEDICAL DIRECTOR.

3.7

Nothing in this Contract prohibits MEDICAL DIRECTOR from billing any third party for medical services rendered outside the scope of this Contract that may arise during or after the term of this Contract.

3.8

Agreement Subject to Funding. The City's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City of Marathon. In the event that the City funds on which this Contract is dependent are withdrawn, this Contract is terminated, and the City has no further obligation under the terms of this Contract to the MEDICAL DIRECTOR beyond that already incurred by the termination date.

#### **4. Purpose**

The purpose of this Contract is to assure compliance of CITY in Medical Direction of Marathon Fire Rescue Department in accordance with the provisions of F.S., Chapter 401, and FAC Chapter 64J-1.004.

#### **5. Duties and Responsibilities.**

5.1

MEDICAL DIRECTOR shall be responsible to Marathon Fire Rescue Department and report directly to the Fire Chief, and/or his/her designee.

5.2

MEDICAL DIRECTOR shall adhere to the responsibilities as set forth in Chapter 401, F.S., and Rule 64J-1.004, FAC; the applicable rules of any government agency implementing said chapter; and any duties upon written notice from the Florida Department of Health that such additional duties are required of MEDICAL DIRECTOR. These include supervising and accepting responsibility for the medical performance of all certified/license response personnel functioning within the scope of their official duties while on duty with Marathon Fire Rescue Department, including, but not limited to, members of volunteer fire department under contract with CITY. While these duties will typically occur within the geographical borders of the City of Marathon, they also include duties during mutual aid to requesting municipalities outside those geographical borders and while transporting patient to out of City medical facilities. For the purpose of this Contract, MEDICAL DIRECTOR is the individual who meets the licensing and registration requirements of Chapter 401, F.S. and FAC Chapter 64J-1.004.

5.3

MEDICAL DIRECTOR shall be knowledgeable with the standards set by National Fire Protection Association, and in particular, Standard 1582: Standard on Comprehensive Occupational Medical Program for Fire Departments.

#### **5.4 Standards of Care**

MEDICAL DIRECTOR shall establish and maintain standards of care for EMS providers. 4.4.1

5.4.1

MEDICAL DIRECTOR shall gather agency input in the review and development of standards of care on an annual basis and establish and revise agency performance standards as necessary.

#### 5.4.2

Develop pre-hospital practice parameters for Fire Rescue Personnel of all levels. The parameters shall be developed with consideration to budgetary and staffing limitations and the fiscal impact on Marathon Fire Rescue Department and the citizens of the City.

#### 5.5 **Patient Advocate**

MEDICAL DIRECTOR shall be a patient advocate in the fire rescue system and shall ensure that all aspects of the EMS systems are developed to place the needs of the patient first.

#### 5.6 **Protocols and Standing Orders.**

##### 5.6.1

MEDICAL DIRECTOR shall develop, revise, implement, and maintain basic and advanced life support protocols and standing orders under which Marathon Fire Rescue Department personnel will function under medical control.

##### 5.6.2

MEDICAL DIRECTOR shall review and revise existing protocols and standing orders to ensure that they meet nationally accepted standards of practice for use by all system providers, which permit specified ALS and BLS procedures when communication cannot be established with a supervising physician, or when any delay in patient care would threaten the life or health of the patient. These standards include, but are not limited to, Advanced Cardiac Life Support (ACLS), Basic Trauma Life Support (BTLS), and Pediatric Advanced Life Support (PALS). In addition to medical treatment, protocols shall address determination of patient destination.

##### 5.6.3

Marathon Fire Rescue Department shall publish and distribute, at its own cost, all protocols and standing orders. The protocols and standing orders shall be published in a form consistent with agency Standard Operating Procedures. Copies of the protocols and standing orders will be maintained on all Marathon Fire Rescue Department ambulances and ALS engines, and will be distributed to certified/licensed response personnel. Personnel copies may be provided electronically. Marathon Fire Rescue Department shall obtain and retain a receipt from each personnel member verifying receipt of the protocols and any changes. These receipts may be electronic, and shall state clearly that each person is individually accountable and obligated to follow all rules, regulations and protocols. All protocols and standing orders shall become public domain upon implementation.

##### 5.6.4

MEDICAL DIRECTOR shall develop, review, and revise, when necessary, Trauma Transport Protocols (TTP) for submission to the Florida Department of Health, Bureau of Emergency Medical Services for approval in accordance with Rule 64J-2, FAC.

##### 5.6.5

MEDICAL DIRECTOR shall develop enhanced protocols for specialty procedures or services.

### 5.6.6

MEDICAL DIRECTOR shall conduct an on-going review of all protocols and standing orders as may be necessary to ensure reliable service delivery, appropriate patient care, and the maintenance of the current standard of care. This shall include, at a minimum, a comprehensive annual review and written approval of all protocols and standing orders. While conducting the annual review, MEDICAL DIRECTOR shall take into consideration the results of quality assurance reviews, review of current medical literature, and input from Marathon Fire Rescue Department response personnel. Changes shall be developed with consideration to budgetary limitations and the fiscal impact on Marathon Fire Rescue Department and the citizens of the City. The annual review shall be completed, and all proposed changes forwarded to the Fire Chief, prior to the end of each Fiscal Year.

### 5.6.7

MEDICAL DIRECTOR shall ensure that appropriate training for new protocols and standing orders is conducted prior to implementation; shall ensure compliance with protocols and standing orders by all Marathon Fire Rescue Department personnel; and ensure that additional training is conducted for any identified needs.

## 5.7 **Availability.**

MEDICAL DIRECTOR or his/her previously approved designee shall be available twenty-four (24) hours a day, seven (7) days a week for medical direction to Marathon Fire Rescue Department personnel in order to resolve problems, system conflicts, and provide services in an emergency as that term is defined in Section 252.34(3), F.S.

## 5.8 **Trauma Scorecard Methodologies.**

MEDICAL DIRECTOR shall ensure that all certified/licensed response personnel are trained in the use of the trauma scorecard methodologies, as provided in Chapter 64J-2.004, FAC, for adult trauma patients and 64J-2.005, FAC, for pediatric trauma patients.

## 5.9 **Oversight of Medical Qualifications And Proficiency of Marathon Fire Rescue Personnel**

### 5.9.1

MEDICAL DIRECTOR shall ensure initial and continued medical qualifications and proficiency of Marathon Fire Rescue Department personnel.

### 5.9.2

MEDICAL DIRECTOR shall establish and periodically update the minimum personnel training standards and certification requirements for all Marathon Fire Rescue Department personnel who provide emergency medical care. Such standards shall include the requirements for orientation and initial training, continuing medical education, standards for professional conduct and evaluation standards and procedures.

### 5.9.3

MEDICAL DIRECTOR shall ensure that all field personnel meet the initial requirements and continuously comply with established standards to attain and maintain approval to operate within the Marathon Fire Rescue Department system.

#### 5.9.4

MEDICAL DIRECTOR shall establish procedures for issuance, renewal, suspension, and revocation of practice privileges for Marathon Fire Rescue Department personnel in concert with the Fire Chief, to include a process for remediation. The procedures shall contain due process provisions and all such provisions shall be approved, in advance, by the Fire Chief.

#### 5.9.5

MEDICAL DIRECTOR shall provide for direct observation of field level providers while performing their duties that meets or exceeds Section 401.265, F.S., and Rule 64J-1.004, FAC.

### 5.10 **Quality Assurance**

#### 5.10.1

MEDICAL DIRECTOR, in coordination with Marathon Fire Rescue Department, shall develop, implement, and maintain an effective patient care Quality Assurance System to assess the medical performance of all certified/licensed Marathon Fire Rescue Department response personnel.

#### 5.10.2

MEDICAL DIRECTOR shall develop, implement, and supervise a formal patient care Quality Assurance System in accordance with Section 401.265(2), F.S. and Rule 64J-1.004, FAC, to include the formation and supervision of a quality assurance committee.

#### 5.10.2.1

The purpose and tone of the quality assurance review process shall be positive and educational; however, MEDICAL DIRECTOR may, at any time and without limitation, conduct a quality assurance review investigation or audit to ensure that Marathon Fire Rescue Department personnel comply with the Protocols and Standard of Care.

#### 5.10.2.2

The method and extent of the investigation employed during any given quality assurance review shall be determined by MEDICAL DIRECTOR in consultation with the Fire Chief. As a result of said investigation, MEDICAL DIRECTOR may require remedial training of Marathon Fire Rescue Department personnel and/or revocation of practice privileges. Remedial training may be conducted by MEDICAL DIRECTOR, Marathon Fire Rescue Department personnel, or other personnel at MEDICAL DIRECTOR's discretion.

#### 5.10.3

MEDICAL DIRECTOR or designee may also conduct special audits in response to observations or customer feedback provided by patients, family members, caregivers, bystanders, crew members, physicians and hospital personnel.

#### 5.10.4

MEDICAL DIRECTOR may also develop procedures for routine auditing of EMS system performance and adherence to protocols on individual EMS incidents and overall EMS system compliance.

5.10.5

MEDICAL DIRECTOR or designee shall review, in conjunction with Marathon Fire Rescue Department, patient care reports on an ongoing basis; review all protocol deviations and initiate or recommend corrective action. MEDICAL DIRECTOR or designee shall review at least 40 patient care reports per month. Marathon Fire Rescue Department shall provide electronic copies of patient care reports.

5.10.6

MEDICAL DIRECTOR shall periodically visit and communicate with the hospital emergency departments to exchange information and review the quality of care provided by the Marathon Fire Rescue Department personnel.

5.10.7

MEDICAL DIRECTOR shall participate in field activity and system monitoring to include the following:

5.10.7.1

Ride along and observe field activity as a crew member on a rescue as needed.

System monitoring shall include visiting fire stations when needed to discuss issues with Marathon Fire Rescue Department personnel.

5.10.8

MEDICAL DIRECTOR shall document in a quarterly status report to the Fire Chief, evidence of the following required activities:

5.10.8.1

Reporting on issues identified with Marathon Fire Rescue Department personnel; and

5.10.8.2

Communicating with hospital emergency department staff, and other medical and public safety personnel for quality assurance and education activities.

**5.11 Educational Programs**

5.11.1

MEDICAL DIRECTOR shall participate in educational programs at all levels, to include all certified/licensed response personnel.

5.11.2

MEDICAL DIRECTOR or designee shall oversee a minimum of ten (10) hours a year of continuing medical education related to pre-hospital care or teaching or a combination of both.

5.11.3

MEDICAL DIRECTOR shall actively participate in the development and presentation of EMS continuing education programs by identifying educational topics, presenting lectures and providing other educational opportunities for the enhancement of the fire rescue system. Marathon Fire Rescue Department shall pay the actual direct cost of any course materials, instructors, and certificates.

### 5.11.3.1

Education should be geared to reach the specific needs of the audience. As some providers are volunteers, consideration shall be given to scheduling some training on nights or weekends.

### 5.11.3.2

Course content should include system-specific issues and items resulting from audit and review.

### 5.11.4

Where MEDICAL DIRECTOR is not the presenter, and training services are conducted by other CITY personnel and/or are subcontracted to an outside provider, MEDICAL DIRECTOR will ensure the quality of the Continuing Medical Education (CME) training provided to EMS personnel by:

#### 5.11.4.1

Reviewing and approving all curriculum and courses for continuing education units (CEU's) prior to Marathon Fire Rescue Department personnel being trained;

#### 5.11.4.2

Monitoring and auditing at least one (1) class session of every CME course held in which MEDICAL DIRECTOR is issuing CME; and

#### 5.11.4.3

Evaluating the educational effectiveness of instruction, courses and programs in consultation with the CME contractor.

### 5.11.5

MEDICAL DIRECTOR shall maintain necessary and appropriate instructor certifications and participate as Medical Director for educational programs sponsored by Marathon Fire Rescue Department such as ACLS, PALS, BTLS, etc.

### 5.11.6

Upon proof of completion, MEDICAL DIRECTOR shall sign documents and approve CME to those EMT's and EMT-P's that have completed a minimum of 30 hours of biannual recertification training, as set forth in Section 401.2715, F.S.

## 5.12 Agency Liaison

### 5.12.1

MEDICAL DIRECTOR shall participate in interagency discussions about specific issues or problems as necessary.

### 5.12.2

MEDICAL DIRECTOR shall notify Marathon Fire Rescue Department of any pertinent concerns regarding patient care raised by other agencies and provide advice on a resolution. MEDICAL DIRECTOR shall also notify other agencies of any concerns regarding patient care, raised either by Marathon Fire Rescue Department or MEDICAL DIRECTOR.

5.12.3

MEDICAL DIRECTOR shall develop and maintain liaisons with the local medical community: hospitals, emergency departments, mental health agencies, physicians, providers, ambulance services, and other agencies impacting Marathon Fire Rescue Department.

5.12.4

MEDICAL DIRECTOR shall assist in resolution of problems involving the delivery of pre-hospital care and other services in accordance with Rule 64J-1.004, FAC.

5.12.5

MEDICAL DIRECTOR shall interact with and inform local government officials on an as needed basis.

5.12.6

MEDICAL DIRECTOR shall participate in the Florida EMS Medical Director's Association or a statewide physician's group involved in pre-hospital care,

5.12.7

MEDICAL DIRECTOR shall be an active member of at least one national emergency medicine constituency group such as the National Association of EMS Physicians, the American College of Emergency Physicians, etc.

5.12.8

MEDICAL DIRECTOR shall interact with City, county, regional, state, and federal authorities, regulators and legislators to ensure standards, needs, and requirements are met, and resource utilization is optimized.

5.12.9

MEDICAL DIRECTOR shall participate in grant application process for system funding, expansion, and research.

**5.13 Stress Management Programs.**

MEDICAL DIRECTOR shall participate in stress management programs for providers within the system, as needed.

**5.14 Community Access to Healthcare Initiatives.**

MEDICAL DIRECTOR, in conjunction with Marathon Fire Rescue Department, shall coordinate community access to healthcare initiatives as needed.

**5.15 EMT Oversight.**

5.15.1

In accordance with Rules 64J-1.004 (g) and (h), FAC, assume direct responsibility for: the use of an automatic or semi-automatic defibrillator; the use of a glucometer; the administration of aspirin; the use of any medicated auto injector; the performance of airway patency techniques including airway adjuncts, not to include endotracheal intubation; and on routine interfacility transports, the monitoring and maintenance of non-medicated I.V.s by an EMT.

### 5.15.2

MEDICAL DIRECTOR shall ensure that all EMTs are trained to perform these procedures; shall establish and/or maintain written protocols for performance of these procedures; and shall provide written evidence to the Florida Department of Health documenting compliance with provisions of these administrative rules.

## 5.16 **Disaster Assistance and Planning**

### 5.16.1

MEDICAL DIRECTOR shall be available for consultation and/or response during and after a public emergency, disaster, hurricane, flood, pandemic or other substantial loss situation occurring in the City. The City will require a “first priority” basis for services. The City expects to pay a fair and reasonable price for all products/ services in the event of a disaster, pandemic, emergency or hurricane. The MEDICAL DIRECTOR shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

### 5.16.2

MEDICAL DIRECTOR shall function as a liaison between field EMS operations, hospitals, and public health agencies during disaster situations.

### 5.16.3

MEDICAL DIRECTOR shall provide specific information to assist in the mitigation of the EMS aspects during a disaster situation.

### 5.16.4

MEDICAL DIRECTOR shall cooperate in planning, updating, and following applicable sections of the City of Marathon Comprehensive Emergency Management Plan, including, but not limited to, participation in disaster drill and emergency management drills.

## 5.17 **Controlled Substances, Medical Equipment and Supplies.**

### 5.17.1

In accordance with F.S., Chapter 401 and Rule 64J-1.004(4)(c), FAC, MEDICAL DIRECTOR shall possess proof of current registration as a medical director with the U.S. Department of Justice, DEA, to provide controlled substances to an EMS provider. The DEA registration shall include each address at which controlled substances are stored. Proof of such registration shall be maintained on file with Marathon Fire Rescue Department, which shall maintain the copies and make them readily available for inspection. Marathon Fire Rescue Department will forward all renewal documents as received from DEA to MEDICAL DIRECTOR in order to ensure continuous registration and will reimburse MEDICAL DIRECTOR for the cost of such registration. Copies of physician license and registrations must be provided to Marathon Fire Rescue Department.

### 5.17.2

MEDICAL DIRECTOR shall formulate and ensure adherence to detailed written procedures to cover the purchase, storage, use, and accountability for medications, fluids, and controlled substances used by Marathon Fire Rescue Department personnel, in accordance with Chapters 499 and 893, F.S., and Rule 64J-1.021, FAC.

5.17.3

MEDICAL DIRECTOR shall ensure and certify that security procedures of all Marathon Fire Rescue Department providers for medications, fluids and controlled substances are in accordance with Chapters 499 and 893, F.S., and Rule 64J-1.021,, FAC.

5.17.4

MEDICAL DIRECTOR shall establish a list of mandatory equipment, medications and medical supplies that must be on board a Rescue or ALS Engine for it to respond to EMS incidents.

5.17.5

MEDICAL DIRECTOR shall advise Marathon Fire Rescue Department on appropriate staffing, structural requirements, equipment and supplies necessary to ensure that the air ambulance complies with Rule 64J-1.005, FAC, and Section 401.251(4), F.S.

5.17.6

MEDICAL DIRECTOR shall conduct an on-going and comprehensive review of all EMS medical equipment, medications and medical supplies as may be necessary to ensure reliable service delivery in the fire rescue System and excellence in patient care.

5.17.6.1

In conducting the review, MEDICAL DIRECTOR shall take into consideration the results of Quality Assurance Reviews, review of medical literature, input from interested physicians, and Marathon Fire Rescue Department personnel.

5.17.6.2

MEDICAL DIRECTOR, in conjunction with Marathon Fire Rescue Department, shall complete the comprehensive review of all EMS System medical supplies and equipment and present the proposed changes to the Fire Chief for approval prior to the end of each Fiscal Year.

5.17.7

MEDICAL DIRECTOR shall ensure that the following criteria are met prior to activating new medical equipment or supplies within the EMS System:

5.17.7.1

Proposed medical equipment or supplies have been thoroughly researched, supported by medical literature, a field evaluation completed when applicable, and the analysis of available system data;

5.17.7.2

All Protocols related to the medical equipment or supplies have been evaluated and updated as appropriate, to ensure consistency and accuracy; and

5.17.7.3

Protocols, supporting documents and implementation instructions are distributed to Marathon Fire Rescue Department personnel prior to training or implementation, and training has been completed, if necessary, prior to implementation.

## **5.18 Infectious Disease Control Policy**

### **5.18.1**

MEDICAL DIRECTOR shall formulate, monitor, evaluate and update as necessary, a policy complying with all applicable laws and rules necessary to control exposure of Marathon Fire Rescue Department personnel to infectious diseases. This policy shall cover protective measures to be taken on incidents, inoculation procedures and recommendations, record keeping, follow up care recommendations as well as storage and disposal policies for contaminated materials.

### **5.18.2**

MEDICAL DIRECTOR shall be available, in conjunction with the Marathon Fire Rescue Department Infection Control Officer, for consultation from field personnel to determine the significance of any body fluid exposure and suggest appropriate action for such an exposure in accordance with Marathon Fire Rescue Department's existing Workers' Compensation policies and procedures.

### **5.19**

This Contract is a professional services contract based on the qualifications of Dr. Gandia and the services required hereunder shall be performed by MEDICAL DIRECTOR or under his/her supervision. Any additional personnel necessary for the fulfillment of the services required under this Contract shall be secured at MEDICAL DIRECTOR's sole expense and such personnel shall be fully qualified and, if required, authorized, or permitted under State and local law to perform such services.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

## **6. Insurance**

UPON EXECUTION OF THIS CONTRACT, CONTRACTOR SHALL SUBMIT CERTIFICATE(S) OF INSURANCE TO THE CITY EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT CITY IS NAMED AS AN ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS.

Certificates of Insurance must be provided to City within fifteen (15) days after award of contract, with City of Marathon City Council listed as additional insured as indicated. Policies shall be written by insurers admitted and licensed to do business in the State of Florida and having an agent for service of process in the State of Florida. Companies shall have an A.M. Best rating of VI or better. The required insurance shall be maintained at all times while Respondent is providing service to City. The contractor must obtain the following coverages prior to the commencement of work governed by this contract.

General Liability insurance with limits of not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for contractual liability, personal injury, broad form property damage, products and completed operations. Annual Aggregate shall apply "Per Project/Job". This policy of insurance shall be written in an "occurrence" based format and include a Waiver of Subrogation in favor of the City.

Professional Liability / Errors & Omissions for any licensed design professional work such as that provided by architects, engineers, etc. shall maintain professional liability or malpractice or errors or omissions insurance with limits of \$1,000,000 per occurrence.

### Limits of Liability:

\$1,000,000 Each Claim

\$1,000,000 Policy Aggregate

If claims made, retro Date applies prior to contract inception.

Coverage is to be maintained and applicable for a minimum of 3 years following contract completion.

**Worker's Compensation Insurance** with limits sufficient to respond to applicable state statutes. In addition, the Respondent must obtain Employer's Liability insurance with limits of not less than: \$500,000 Bodily Injury by accident, \$500,000 Bodily Injury by Disease policy limits, and \$500,000 Bodily Injury by Disease, each employee.

Coverage must be maintained throughout the entire term of the contract.

Workers' compensation and employers' liability insurance can be waived by the City upon receipt of information showing that the MEDICAL DIRECTOR is exempt under state statute.

**Vehicle Liability Insurance** which shall cover owned, non-owned and hired vehicles. The minimum acceptable limits shall be \$300,000 Combined Single Limit (CSL). If split limits are provided, the minimum limits acceptable shall be:

\$100,000 per Person

\$300,000 per Occurrence

\$50,000 Property Damage

## **7. Termination**

### **7.1 Termination for Uncurable Default**

In the event MEDICAL DIRECTOR shall default in or violate any of the terms, obligations, restrictions or conditions of this Contract in a manner that is uncurable (as determined in the sole discretion of the CITY), the CITY may, upon written notice to MEDICAL DIRECTOR, terminate this Contract effective immediately. In the event of such termination, the CITY may hold the MEDICAL DIRECTOR liable for any and all damages sustained by the CITY arising out of such default, included but not limited to costs and cover.

### **7.2 Termination for Curable Default**

In the event MEDICAL DIRECTOR shall default in any of the terms, obligations, restrictions or conditions of this Contract in a manner that is curable (as determined in the sole discretion of the CITY), the CITY shall give MEDICAL DIRECTOR written notice by registered, certified mail of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event MEDICAL DIRECTOR has failed to correct the condition(s) of the default or the default is not remedied to the satisfaction and approval of the CITY, the CITY shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case the MEDICAL DIRECTOR shall be liable for any and all damages permitted by law arising from the default and breach of the Contract.

### **7.3 Termination for Convenience of City**

Upon thirty (30) calendar days written notice delivered by certified mail, return receipt requested, to MEDICAL DIRECTOR, the CITY may without cause and without prejudice to any other right or remedy, terminate the Contract for the City's convenience whenever the CITY determines that such termination is in the best interest of the City. Where the Contract is terminated for the convenience of the CITY, the notice of termination to the MEDICAL DIRECTOR shall state that the Contract is being terminated for the convenience of the CITY under the termination clause and the extent of termination. MEDICAL DIRECTOR shall discontinue all work on the appointed last day of service.

## **8. Indemnification and Release of Liability**

Notwithstanding any minimum insurance requirements prescribed elsewhere in this solicitation, MEDICAL DIRECTOR shall defend, indemnify, and hold harmless the CITY, and the CITY's elected and appointed officers and employees, from and against (i) any claims, actions or causes of action, (ii) any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and (iii) any costs or expenses that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with: (A) any activity of MEDICAL DIRECTOR or any of its employees, agents, contractors or other invitees during the solicitation process and any ensuing agreement, (B) the negligence or recklessness, intentional wrongful misconduct, errors or other wrongful act or omission of MEDICAL DIRECTOR or any of its employees, agents, sub-contractors or other invitees, or (C) MEDICAL DIRECTOR's default in respect of any of the obligations that it undertakes during the solicitation process and under the term of any ensuing agreement, except to the extent the claims, actions, causes of action, litigation, proceedings, costs or expenses arise solely from the intentional or negligent acts or omissions of the CITY or any of its employees, agents, contractors or invitees (other than Consultant). Nothing contained herein is intended, nor may be construed, to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter

arising out of this solicitation or ensuing agreement. To the extent considered necessary by the Contract Administrator, any sums due MEDICAL DIRECTOR under an ensuing agreement may be retained by the CITY and address CITY claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld is not subject to payment of interest by the City. Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during or after the term of an ensuing agreement, and the rights and immunities reserved to the City, this section will survive the expiration of the term of the ensuing agreement or any earlier termination of same.

## **9. Payments**

Payments shall be made by CITY pursuant to the Florida Local Government Prompt Payment Act after the completion of the rendered services and proper invoicing by MEDICAL DIRECTOR.

## **10. Contingency**

CITY's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council.

## **11. Section Headings**

Section headings have been inserted in this Contract as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Contract and will not be used in the interpretation of any provision of this Contract.

## **12. Ownership of the Project Document**

Any documents submitted by MEDICAL DIRECTOR for this professional services contract belong to CITY and may be reproduced and copied without acknowledgement or permission of MEDICAL DIRECTOR.

## **13. Notice**

All written correspondence to the CITY shall be dated and signed by an authorized representative of MEDICAL DIRECTOR. Any written notices or correspondence required or contemplated under this Contract shall be sent by U.S. Mail, certified, return receipt requested, postage prepaid, or by courier with proof of delivery. Notice is deemed received by MEDICAL DIRECTOR when hand delivered by national courier with proof of delivery or by U.S. Mail upon verified receipt of upon the date of refusal or non-acceptance of delivery. Notice shall be sent to the following persons:

### **FOR CITY**

George Garrett, City Manager  
City of Marathon  
9805 Overseas Highway  
Marathon, Florida 33050

### **FOR MEDICAL DIRECTOR**

Antonio Gandia, M.D.  
1080 S.W. 42<sup>nd</sup> Avenue  
Deerfield Beach, FL 33442  
E-mail: agandiamd@gmail.com

With a copy to  
Steven T. Williams, City Attorney  
City of Marathon  
9805 Overseas Highway  
Marathon, Florida 33050

## **14. Successors and Assigns**

MEDICAL DIRECTOR shall not assign its right hereunder, except its right to payment, nor shall it delegate any of its duties hereunder without the written consent of CITY. Subject to the provisions of the immediately preceding sentence, each party hereto binds itself, its successors, assigns and legal representatives to the other and to the successors, assigns and legal representatives of such other party.

## **15. No Third Party Beneficiaries**

Nothing contained herein shall create any relationship, contractual or otherwise, with or any rights in favor of, any third party.

## **16. Public Entities Crimes**

13.1

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on contracts to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or MEDICAL DIRECTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the F.S., for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

13.2

By signing this Contract, MEDICAL DIRECTOR represents that the execution of this Contract will not violate the Public Entity Crimes Act (Section 287.133, F.S.). Violation of this section shall result in termination of this Contract and recovery of all monies paid hereto, and may result in debarment from CITY's competitive procurement activities.

13.3

In addition to the foregoing, MEDICAL DIRECTOR further represents that there has been no determination, based on an audit, that it or any SUBCONTRACTOR has committed an act defined by Section 287.133, F.S., as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

13.4

MEDICAL DIRECTOR will promptly notify CITY if MEDICAL DIRECTOR or any subcontractor is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

## **17. Records**

MEDICAL DIRECTOR shall maintain all books, records, and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles. Upon ten (10) business days written notice to the other party, representatives of either party shall have access, at all reasonable times, to all the other party's books, records, correspondence, instructions, receipts, vouchers and memoranda (excluding computer software) pertaining to work under this Contract for the purpose of conducting a complete independent fiscal audit. MEDICAL DIRECTOR shall retain all records required to be kept under this Contract for a minimum of five years, and for at least four years after the termination of this Contract. Storage of medical records required by Federal or State statute in excess of the times stated herein and subsequent to the termination of this Contract shall be revisited by the parties at such time as any transition period is established to accommodate the termination of this Contract. MEDICAL DIRECTOR shall keep such records as are necessary to document the provision of services under this contract and expenses as incurred, and give access to these records at the request of CITY, the State of Florida or authorized agents and representatives of said government bodies. It is the responsibility of MEDICAL DIRECTOR to maintain appropriate records to insure a proper accounting of all collections and remittances. MEDICAL DIRECTOR shall be responsible for repayment of any and all audit exceptions which are identified by the Auditor General for the State of Florida, the Clerk of Court for the City, the City Council, or their agents and representatives.

## **18. Governing Law, Venue, Interpretation, Costs, and Fees**

This Contract shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Contract, CITY and MEDICAL DIRECTOR agree that venue shall lie in Monroe County, Florida, in the appropriate court or before the appropriate administrative body and that all litigation between them in the federal courts will take place exclusively in the United States District Court in and for the Southern District of Florida, or United States Bankruptcy Court for the Southern District of Florida, whenever applicable. The Parties waive their rights to a trial by jury. This Contract is not subject to arbitration. Mediation proceedings initiated and conducted pursuant to this solicitation and any ensuing agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the Circuit Court of Monroe County,

All personal pronouns used in this Contract include the other gender, and the singular includes the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Contract as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Contract, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

## **19. Severability; Waiver of Provisions**

If any term, covenant, condition or provision of this Contract (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Contract, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Contract shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Contract would prevent the accomplishment of the original intent of this Contract. CITY and MEDICAL DIRECTOR agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The non-enforcement of any provision by either party will not constitute a waiver of that provision nor will it affect the enforceability of that provision or of the remainder of this Contract.

**20. Joint Preparation**

It is acknowledged that each party to this Contract had the opportunity to be represented by counsel in the preparation of this Contract and accordingly the rule that a contract will be interpreted strictly against the party preparing same does not apply herein due to the joint contributions of both parties.

**21. Attorney's Fees and Costs**

CITY and MEDICAL DIRECTOR agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Contract shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

**22. Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings**

Throughout the term of this Contract, the MEDICAL DIRECTOR has a continuing duty to promptly disclose to the CITY, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings.

**23. Binding Effect**

The terms, covenants, conditions, and provisions of this Contract shall bind and inure to the benefit of CITY and MEDICAL DIRECTOR and their respective legal representatives, successors, and assigns.

**24. Authority; Counterparts and Multiple Originals**

Each party represents and warrants to the other that the execution, delivery and performance of this Contract have been duly authorized by all necessary City and corporate action, as required by law.

Upon request, the MEDICAL DIRECTOR must provide the CITY with copies of requisite documentation evidencing that the signatory for MEDICAL DIRECTOR has the authority to enter into

this Contract.

This Contract may be executed in multiple originals, and may be executed in counterparts, each of which is hereby deemed to be an original, but all of which taken together, constitutes one and the same agreement.

**25. Claims for Federal or State Aid**

MEDICAL DIRECTOR and CITY agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Contract; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

**26. Adjudication of Disputes**

CITY and MEDICAL DIRECTOR agree that all disputes shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Contract or by Florida law.

**27. Cooperation**

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Contract, CITY and MEDICAL DIRECTOR agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Contract or provision of the services under this Contract. CITY and MEDICAL DIRECTOR specifically agree that no party to this Contract shall be required to enter into any arbitration proceedings related to this Contract.

**28. Nondiscrimination**

MEDICAL DIRECTOR and CITY agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Contract automatically terminates without any further action on the part of any party, effective the date of the court order. MEDICAL DIRECTOR and CITY agree to comply with all Federal and F.S., and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352), which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC §§ 1681-1683, and 1685- 1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC § 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92- 255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, §§ 523 and 527 (42 USC §§ 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC §§ 1201), as amended from time to time, relating to nondiscrimination in employment on the basis of disability; 10) Monroe City Code Chapter 13, Article VI, which prohibits discrimination on the basis of race,

color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any federal or state statutes which may apply to the parties to, or the subject matter of, this Contract.

**29. Covenant of No Interest**

MEDICAL DIRECTOR and CITY covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Contract, and that only interest of each is to perform and receive benefits as recited in this Contract.

**30. Prohibition on Conflict of Interest, Gratuities, Kickbacks, and Collusion.**

The statements contained in this paragraph are true and correct, and made with the full knowledge that the CITY relies upon the truth of the statements contained herein.

**30.1. Conflict of Interest.** MEDICAL DIRECTOR covenants that it presently has no interest and will not acquire any interest that would conflict in any manner or degree with the performance of services required. Each party hereto covenants that there is no conflict of interest or any other prohibited relationship between the CITY and itself.

**30.2. Gratuities.** MEDICAL DIRECTOR hereby certifies that it has not offered, given, or agreed to give any CITY employee a gratuity, favor, or anything of monetary value in connection with any decision, approval, disapproval, recommendation, preparation of any part of the Project or award of this contract.

**30.3. Kickbacks.** MEDICAL DIRECTOR certifies that it has not given payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a contract to Contractor or higher tier sub-contractor or any person associated therewith, as an inducement of the award of a subcontract or order.

**30.4. Non-Collusion Statement.** MEDICAL DIRECTOR certifies under penalty of perjury that the price proposed by MEDICAL DIRECTOR was arrived at independently without collusion, consultation, or communication for the purpose of restricting competition; and no attempt has been made to induce another person or entity to submit a proposal, or not submit, for the purpose of restricting competition in the award of this contract.

**29.5. Contract Clause.** The prohibitions on conflict of interest, gratuities, kickbacks, and collusion prescribed in this paragraph must be conspicuously set forth in every contract and subcontract and solicitation initiated by MEDICAL DIRECTOR in its performance of work under this Contract.

**31. Code of Ethics**

MEDICAL DIRECTOR agrees that officers and employees of CITY recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, F.S., regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

**32. No Solicitation/Payment**

MEDICAL DIRECTOR and CITY warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation,

individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of the provision, MEDICAL DIRECTOR agrees that CITY shall have the right to terminate this Contract without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

### **33. Public Access**

MEDICAL DIRECTOR and CITY shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, F.S., and made or received by MEDICAL DIRECTOR and CITY in connection with this Contract; and CITY shall have the right to unilaterally cancel this Contract upon violation of this provision by MEDICAL DIRECTOR.

### **34. Non-Waiver of Immunity**

Notwithstanding the provisions of Section 768.28, F.S., the participation of MEDICAL DIRECTOR and CITY in this Contract and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by CITY be required to contain any provision for waiver.

### **35. Privileges and Immunities**

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of CITY, when performing their respective functions under this Contract within the territorial limits of CITY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of CITY.

### **36. Legal Obligations and Responsibilities**

This Contract is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Contract is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of CITY, except to the extent permitted by the Florida constitution, state statute, and case law.

**37. Non-Reliance by Non-Parties**

No person or entity shall be entitled to rely upon the terms, or any of them, of this Contract to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and MEDICAL DIRECTOR MEDICAL DIRECTOR and CITY agree that neither MEDICAL DIRECTOR nor CITY or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Contract separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Contract.

**38. Attestations and Truth in Negotiation**

MEDICAL DIRECTOR agrees to execute such documents as CITY may reasonably require, including a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement. Signature of this Contract by MEDICAL DIRECTOR shall act as the execution of a truth in negotiation certificate stating that wage rates and other factual unit costs supporting the compensation pursuant to the Contract are accurate, complete, and current at the time of contracting.

**39. No Personal Liability**

No covenant or Contract contained herein shall be deemed to be a covenant or Contract of any member, officer, agent or employee of CITY in his or her individual capacity, and no member, officer, agent or employee of CITY shall be liable personally on this Contract or be subject to any personal liability or accountability by reason of the execution of this Contract.

**40. Execution of Counterparts**

This Contract may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Contract by signing any such counterpart.

**41. Amendments and Assignments. / Merger; Amendment**

No amendment or assignment of this Contract shall be valid without the prior written consent from CITY.

This Contract constitutes the entire agreement between MEDICAL DIRECTOR and the CITY, and negotiations and oral understandings between the parties are merged herein. This Contract can be supplemented and/or amended only by a written document executed by both the MEDICAL DIRECTOR and authorized designees of the CITY.

**42. Assignment**

The MEDICAL DIRECTOR shall not assign any portion of the Contract without prior written consent of the CITY, nor shall the MEDICAL DIRECTOR assign any monies due or to become due to him or her, without the previous written consent of the City. Formal consent to assignment may be processed in any manner consistent with the City of Marathon purchasing policy, as may be amended.

**43. Independent Contractor.**

At all times and for all purposes hereunder, MEDICAL DIRECTOR is an independent contractor and not an employee of the City of Marathon. No statement contained in this Contract shall be construed as to find MEDICAL DIRECTOR or any of its employees, contractors, servants or agents to the employees of the City of Marathon, and they shall be entitled to none of the rights, privileges or benefits of employees of the City of Marathon. It is understood and accepted by the MEDICAL DIRECTOR that he/she/it is an independent contractor, and not the CITY's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The MEDICAL DIRECTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out MEDICAL DIRECTOR's activities and responsibilities hereunder provided. The MEDICAL DIRECTOR agrees that it is a separate and independent enterprise from the CITY, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract must not be construed as creating any joint employment relationship between the MEDICAL DIRECTOR and the CITY, and the CITY will not be liable for any obligation incurred by MEDICAL DIRECTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

**44. Compliance with Law.**

In carrying out its obligations under this Contract, MEDICAL DIRECTOR shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of this Contract, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Contract and shall entitle CITY to terminate this Contract immediately upon delivery of written notice of termination to MEDICAL DIRECTOR.

**45. Uncontrollable Circumstances (“Force Majeure”)**

As used herein “Force Majeure” means occurrence of any event that prevents or delays the performance by either party of its obligations hereunder which are beyond the reasonable control of the non-performing party. Examples of "Force Majeure" include, but are not limited to, acts of God, natural disasters, or emergency governmental action. To invoke this paragraph, immediate written notice, consistent with the “Notice” provisions of an ensuing agreement between the parties, must be sent by the non-performing party describing the circumstances constituting force majeure and proof that the non-performance or delay of performance is a direct and reasonable result of such event(s). Any claim for extension of time by MEDICAL DIRECTOR pursuant to this paragraph will be made not more than Seventy-two (72) hours after the commencement of the delay. Otherwise, it shall be waived. The MEDICAL DIRECTOR shall immediately report the termination of the cause for the delay within seventy-two (72) hours after such

termination. The CITY reserves its right to challenge the invocation by the MEDICAL DIRECTOR within five (5) calendar days of receipt of said notice, in such case uninterrupted performance is required. However, in the event the invocation is accepted by the CITY, the MEDICAL DIRECTOR must take all reasonable measures to mitigate any and all resulting damages, costs, delays, or disruptions to the MEDICAL DIRECTOR's performance requirements under this Contract. All obligations must resume when the circumstances of such event(s) have subsided, or other written arrangements as agreed to by both parties. In the event of a perceived conflict of construction or interpretation with Section 5.16 titled "Disaster Assistance and Planning," Section 5.16 controls.

**46. Licensing and Permits.**

MEDICAL DIRECTOR shall have, prior to commencement of work under this Contract and at all times during said work, all required licenses and permits whether federal, state, City or municipal.

**47. Signatures of Parties Required.**

THIS CONTRACT SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY BOTH PARTIES AND RECEIVED IN FINAL EXECUTED FORM BY AN AUTHORIZED REPRESENTATIVE OF MEDICAL DIRECTOR AT ITS PRINCIPAL PLACE OF BUSINESS.

**48. City Authority.**

By execution hereof the signer below hereby certifies that signer is duly authorized to execute this Contract on behalf of the CITY.

**49. Federal and State Tax.**

CITY is exempt from payment of Florida State Use and Sales Taxes. CITY will sign an exemption certificate submitted by MEDICAL DIRECTOR. MEDICAL DIRECTOR will not be exempted from paying state sales tax to its suppliers for materials used to fulfill contractual obligations with CITY, nor is MEDICAL DIRECTOR authorized to use CITY's Tax Exemption Number in securing such materials.

**50. Florida Public Records law (F.S. 119.0701).**

RECORDS- ACCESS AND AUDITS: Pursuant to F.S. 119.0701, Contractor and its subcontractors shall comply with all public records laws of the State of Florida, including but not limited to:

- a. Keep and maintain public records required by Monroe City in order to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency 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 Statutes, Chapter 119 or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to Monroe City all public records in possession of the contractor or keep and maintain public records required by the public agency to

perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Monroe City, upon request from the public agency's custodian of records, in a format that is compatible with the information technology systems of Monroe City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, DIANE CLAVIER, AT (305) 289-4130, c i t y c l e r k @ c i . m a r a t h o n . f l . u s , c/o City of Marathon, 9805 Overseas Highway, Marathon, Florida 33050.**

If MEDICAL DIRECTOR does not comply with this Section, the CITY shall enforce the Contact provisions in accordance herewith and may unilaterally cancel this Contract in accordance with state law.

**51. Public Entity Crime Statement (required for all procurement documents and contracts by F.S. 287.133):** A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. As used herein, the term "convicted vendor list" means a list maintained by the Florida Department of Management Services, as defined in F.S. 287.133.

By entering in this Agreement, the vendor acknowledges that it has read the above and states that neither the vendor nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

**52. Discriminatory Vendor List**

MEDICAL DIRECTOR hereby acknowledges its continuous duty to disclose to the CITY if the MEDICAL DIRECTOR or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

**53. E-verify requirement (required by F.S. 448.095):** Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify

the work authorization status of all newly hired employees. By entering into this Agreement, the vendor certifies that it registers with and uses the E-Verify system. If the contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.

**54. Human Trafficking (F.S. 787.06):** Whenever a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting to that the nongovernmental entity does not use coercion for labor or services. A copy of the affidavit is attached.

**55. Foreign Gifts and Contracts**

The MEDICAL DIRECTOR must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 286.101(7)(b), Florida Statutes: "In addition to any fine assessed under [§ 286.101(7)(a), Florida Statutes], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision must automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission [Governor and Cabinet per §14.202, Florida Statutes] for good cause."

**56. Scrutinized Companies and Countries of Concern per Sections 287.135, 215.473, & 287.138, Florida Statutes**

MEDICAL DIRECTOR hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (formerly the Iran Petroleum Energy Sector List); and c) has not been engaged in business operations in Cuba or Syria. If CITY determines that MEDICAL DIRECTOR has falsely certified facts under this paragraph, or if MEDICAL DIRECTOR is found to have been placed on a list created pursuant to Section 215.473, Florida Statutes, as amended, or is engaged in a boycott of Israel after the execution of this Contract, CITY will have all rights and remedies to terminate this Contract consistent with Section 287.135, Florida Statutes, as amended. The CITY reserves all rights to waive certain requirements of this paragraph on a case-by-case exception basis pursuant to Section 287.135, Florida Statutes, as amended. Beginning January 1, 2024, the CITY must not enter into a contract that grants access to an individual's personal identifying information to any Foreign Country of Concern such as: People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, unless the MEDICAL DIRECTOR provides the CITY with an affidavit signed by an authorized representative of the MEDICAL DIRECTOR, under penalty of perjury, attesting that the MEDICAL DIRECTOR does not meet any of the criteria in subparagraphs (2)(a)-(c) of Section 287.138, Florida Statutes, as may be amended.

**57. Antitrust Violations; Denial or Revocation under Section 287.137, Florida Statutes**

Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. MEDICAL DIRECTOR certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Contract. False certification under this paragraph or being subsequently added to that list will result in termination of any ensuing award of a contract, at the option of the CITY consistent with Section 287.137, Florida Statutes, as amended.

## **58. Environmental and Social Government and Corporate Activism**

Pursuant to Section 287.05701, Florida Statutes, as may be amended, the CITY cannot give preference to a contractor based on social, political or ideological interests as defined in the statute. Contractor is also prohibited from giving preference to any of its subcontractors based on the above referenced factors. Violations of this Section will result in termination of any ensuing or forthcoming agreement hereunder, and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

## **59. Drug-Free Workplace**

MEDICAL DIRECTOR in accordance with Section 287.087, Florida Statutes, thereby certifies that he/she/it shall (upon being awarded a contract with the City): 1.) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition; 2.) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; 3.) Give each employee engaged in providing the contractual services hereunder a copy of the statement specified in 1.), above; 4.) In the statement specified in 1.), notify the employees that, as a condition of working on the contractual services hereunder, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Fla. Stat., or of any controlled substance law of the U.S. or any state, for a violation occurring in the workplace no later than five (5) days after such conviction; 5.) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted; and 6.) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. By submitting a proposal and signing any ensuing agreement with the CITY, MEDICAL DIRECTOR certifies that he/she/it complies fully with the above requirements.

**60. Foreign Entities Affidavit (F.S. 287.138):**

- a. Beginning 1/1/2024, a governmental entity may not accept a bid or proposal from, or enter into a contract with, an entity which would grant the entity access to individual personal identifying information ("PII") unless the entity provides an affidavit signed by an officer or representative under penalty of perjury attesting that the entity does not meet any of the criteria in F.S. 287.138(2)(a)-(c):
  - Entity owned by a country of concern (China, Russia, Iran, North Korea, Venezuela, Syria)
  - Controlling interest by government of foreign country of concern;
  - Entity organized under the laws of or has principal place of business in foreign country of concern.
- b. Beginning 7/1/2025, a governmental entity cannot renew a contract with an entity which would grant the access to PII unless the entity provides the affidavit.
- c. Beginning 7/1/2025, a governmental entity cannot extend or renew a contract with an entity meeting the above criteria if the contract would give access to PII to that entity.

The affidavit is attached.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have set their hands and sealed the day and year first written above.

**THE CITY OF MARATHON, FLORIDA**

---

Diane Clavier  
City Clerk

(City Seal)

---

**George Garrett, City Manager**

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY  
OF MARATHON, FLORIDA ONLY:**

---

Steve Williams, City Attorney

**ANTONIO GANDIA, M.D.**

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

By: \_\_\_\_\_  
Antonio Gandia MD FACEP

Witness

## **SECTION TWO: FORMS**

Attachment A	Non-Collusion Affidavit
Attachment B	Public Entity Crime Statement
Attachment C	Drug Free Workplace Form
Attachment D	Insurance Documents
Attachment E	Affidavit Attesting to Noncoercive Conduct
Attachment F	Foreign Entities Affidavit
Attachment G	State Mandated Provisions Affidavit
Attachment H	HIPPA Business Associate Addendum
Attachment I	Mandatory Federal Provisions Addendum
Attachment J	Byrd-Anti Lobbying Certification
Attachment K	Certification Regarding Debarment, Suspension, Proposed Debarment and Other Responsibility Matters
Attachment L	Consent to Criminal Background Check / Licensure Eligibility Attestation Form

**NON- COLLUSION AFFIDAVIT**

I, \_\_\_\_\_, of the city of \_\_\_\_\_, according to law on my oath, and under penalty of perjury, depose and say that;

1) I am \_\_\_\_\_, the respondent making the  
Proposal for the project described as follows:

2) The prices in this proposal have been arrived at independently without collusion, consultation, communication or Contract for the purpose of restricting competition, as to any matter relating to such prices with any other respondent or with any competitor;

3) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the respondent and will not knowingly be disclosed by the respondent prior to proposal opening, directly or indirectly, to any other respondent or to any competitor; and

4) No attempt has been made or will be made by the respondent to induce any other person, partnership or corporation to submit, or not to submit, a proposal for the purpose of restricting competition; and

5) The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe City relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

STATE OF \_\_\_\_\_

(Signature of Respondent)

## CITY OF

Date

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

\_\_\_\_\_, who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
*(Handwritten signature)*

---

My commission expires:

NOTARY PUBLIC

OMB - MCP FORM #1

### *Attachment A*

## **PUBLIC ENTITY CRIME STATEMENT**

“A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a bidder, supplier, subbidder, or RESPONDENT under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

By executing this form, I acknowledge that I/my company is in compliance with the above.

STATE OF \_\_\_\_\_

\_\_\_\_\_ (Signature of Respondent)

CITY OF \_\_\_\_\_

\_\_\_\_\_ Date

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

\_\_\_\_\_ who, after first being sworn by me, (name of individual signing) affixed his/her signature in the space provided above on this

\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

My commission expires:  
NOTARY PUBLIC

*Attachment B*

## DRUG-FREE WORKPLACE FORM

---

The undersigned Respondent in accordance with Florida Statute 287.087 hereby certifies that:

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(Name of Business)

1. Publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Gives each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notifies the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendre to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Imposes a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Makes a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

---

Respondents Signature

---

Date

*Attachment C*

**INSURANCE REQUIREMENTS  
FOR  
CONTRACT MEDICAL DIRECTOR**

**BETWEEN CITY OF MARATHON, FLORIDA  
AND**

**ANTONIO GANDIA, M.D.**

UPON EXECUTION OF THIS **CONTRACT**, CONTRACTOR SHALL SUBMIT CERTIFICATE(S) OF INSURANCE TO THE CITY EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT **CITY IS NAMED AS AN ADDITIONAL INSURED** WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS.

Certificates of Insurance must be provided to City within fifteen (15) days after award of contract, with City of Marathon City Council listed as additional insured as indicated. Policies shall be written by insurers admitted and licensed to do business in the State of Florida and having an agent for service of process in the State of Florida. Companies shall have an A.M. Best rating of VI or better. The required insurance shall be maintained at all times while Respondent is providing service to City. The contractor must obtain the following coverages prior to the commencement of work governed by this contract.

General Liability insurance with limits of not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for contractual liability, personal injury, broad form property damage, products and completed operations. Annual Aggregate shall apply "Per Project/Job". This policy of insurance shall be written in an "occurrence" based format and include a Waiver of Subrogation in favor of the City.

Professional Liability / Errors & Omissions for any licensed design professional work such as that provided by architects, engineers, etc. shall maintain professional liability or malpractice or errors or omissions insurance with limits of \$1,000,000 per occurrence.

Limits of Liability:

\$1,000,000 Each Claim

\$1,000,000 Policy Aggregate

If claims made, retro Date applies prior to contract inception.

Coverage is to be maintained and applicable for a minimum of 3 years following contract completion.

Recognizing that the work governed by this contract requires the use of vehicles, the Contractor, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$100,000 per Person

\$300,000 per Occurrence

\$ 50,000 Property Damage

*Attachment D*

Prior to the commencement of work governed by this contract, the Contractor shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

\$500,000 Bodily Injury by Accident  
\$500,000 Bodily Injury by Disease, policy limits  
\$500,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida.

If the Contractor has been approved by the Florida's Department of Labor, as an authorized self-insurer, the City shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Contractor may be required to submit updated financial statements from the fund upon request from the City.

*Attachment D*

**CITY OF MARATHON,  
FLORIDA**  
**REQUEST FOR WAIVER OF INSURANCE REQUIREMENTS**

It is requested that the insurance requirements, as specified in the City's Schedule of Insurance Requirements, be waived or modified on the following contract.

Contractor/Vendor: \_\_\_\_\_

Project or Service: \_\_\_\_\_

Contractor/Vendor  
Address & Phone #: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

General Scope of Work: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Reason for Waiver or  
Modification: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Policies Waiver or  
Modification will apply to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Contractor/Vendor: \_\_\_\_\_

Date: \_\_\_\_\_ Approved \_\_\_\_\_ Not Approved \_\_\_\_\_

Risk Management Signature: \_\_\_\_\_

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

City Administrator appeal:

Approved: \_\_\_\_\_ Not Approved: \_\_\_\_\_

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

Board of City Commissioners appeal:

## **AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Entity/Vendor Name: \_\_\_\_\_

Vendor FEIN: \_\_\_\_\_

Vendor's Authorized Representative: \_\_\_\_\_  
(Name and Title)

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Vendor, I certify under penalties of perjury that Vendor does not use coercion for labor or services in accordance with Section 787.06. Additionally, Vendor has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

Certified By: \_\_\_\_\_,  
who is authorized to sign on behalf of the above referenced company.

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

## FOREIGN ENTITIES AFFIDAVIT F.S. 287.138

---

I, \_\_\_\_\_ of the city of \_\_\_\_\_ according to law on my oath, and under penalty of perjury, depose and say that:

- a. I am \_\_\_\_\_ of the firm of \_\_\_\_\_ ("Entity"), the bidder making the Proposal for the project described in the Request for Proposals for \_\_\_\_\_ and that I executed the said proposal with full authority to do so;
- b. In accordance with section 287.138, Florida Statutes, the Entity is not owned by the government of a Foreign Country of Concern, as that term is defined in F.S. 287.138, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.
- c. The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe City relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

\_\_\_\_\_ (Signature)

Date:

STATE OF: \_\_\_\_\_ CITY  
OF: \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me, by means of  physical presence or  online notarization, on \_\_\_\_\_ (date) by \_\_\_\_\_ (name of affiant). He/She is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_ NOTARY PUBLIC

My Commission Expires:

*Attachment F*

**ATTACHMENT G**  
**STATE-MANDATED PROVISIONS AFFIDAVIT**

By signing this Affidavit, Contractor has sworn or affirmed to the following requirements as set forth below:

**Public Entity Crime Statement**

Pursuant to Section 287.133(2)(a), Florida Statutes, as amended from time to time, Contractor hereby certifies and attests that neither it nor its affiliate(s) have been placed on the convicted vendor list following a conviction for a public entity crime. If placed on that list, Contractor must notify the City immediately and is prohibited from providing any goods or services to a public entity; may not submit a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids/proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes., as amended from time to time, for Category TWO (\$35,000) as may be amended, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Contractor hereby acknowledges its immediate and ongoing obligation to notify the City if it is placed on the convicted vendor list.

**Discriminatory Vendor List**

Contractor hereby acknowledges its continuous duty to disclose to the City if the Contractor or any of its affiliates, as defined by Section 287.134(1)(a), Florida Statutes, are placed on the Discriminatory Vendor List. Pursuant to Section 287.134(2)(a), Florida Statutes: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

**Foreign Gifts and Contracts**

Contractor hereby acknowledges and agrees it must comply with any applicable disclosure requirements in Section 286.101, Florida Statutes. Pursuant to Section 286.101(7)(b), Florida Statutes: "In addition to any fine assessed under [§ 286.101(7)(a), Florida Statutes], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision must automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission [Governor and Cabinet per §14.202, Florida Statutes] for good cause."

**Drug-Free Workplace**

CONTRACTOR in accordance with Section 287.087, Florida Statutes, hereby certifies that CONTRACTOR shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

The person authorized to sign this Affidavit certifies that CONTRACTOR complies fully with the above requirements.

## **Vendor Certification Regarding Scrutinized Companies Lists**

CONTRACTOR agrees and certifies compliance with the following:

1. Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a Boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors Lists which were created pursuant to s. 215.473, Florida Statutes, or is engaged in business operations in Cuba or Syria.
2. As the person authorized to sign on behalf of CONTRACTOR, I hereby certify that the company identified above as "CONTRACTOR" is not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel and for Projects of \$1,000,000 or more is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria.
3. I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City may be terminated, at the option of the City, if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel or placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List or been engaged in business operations in Cuba or Syria.

Note: The List are available at the following Department of Management Services Site:  
[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)

## **Non-Collusion Affidavit**

CONTRACTOR by signing this Affidavit, according to law on my oath, and under penalty of perjury, depose and say that the person signing on behalf of the firm of CONTRACTOR, the bidder making the Proposal for the project described in the Scope of Work, and that I executed the said proposal with full authority to do so; the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition; the statements contained in this affidavit are true and correct, and made with full knowledge that the City relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

## **Compliance with Foreign Countries of Concern pursuant to Section 287.138, F.S.**

Beginning January 1, 2025, the City must not extend or renew any contract that grants access to an individual's personal identifying information unless the Contractor provides the City with an affidavit signed by an authorized representative of the Contractor, under penalty of perjury, attesting that the Contractor does not meet any of the criteria in subparagraphs (2)(a)-(c) of Section 287.138, Florida Statutes, as may be amended. The below box must be completed to satisfy this requirement. Violations of this Section will result in termination of any forthcoming agreement and may result in administrative sanctions and penalties by the Office of the Attorney General of the State of Florida.

\_\_\_\_\_ is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: \_\_\_\_\_

Title:

Signature:

Date

## **E-Verify Requirements**

Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use

of the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: a)All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and b)All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. 38 Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City.

By executing this Affidavit, CONTRACTOR becomes obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility," as amended from time to time. This 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 to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended, and Contractor may not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to City incurred as a result of the termination of this Agreement in accordance with this Section.

**Antitrust Violations; Denial or Revocation under Section 287.137, F.S.**

Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Contractor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of any Agreement, at the option of the City consistent with Section 287.137, Florida Statutes, as amended.

**Noncoercive Conduct for Labor or Services**

As a nongovernmental entity submitting a proposal, executing, renewing, or extending a contract with a government entity, Contractor is required to provide an affidavit under penalty of perjury attesting that Contractor does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes. As an authorized representative of Contractor, I certify under penalties of perjury that Contractor does not use coercion for labor or services as prohibited by Section 787.06, Fla. Stat. Additionally, Contractor has reviewed Section 787.06, Fla. Stat., and agrees to abide by same.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

**UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING REQUIRED AFFIDAVIT CONTAINING THE ABOVE SWORN ATTESTATIONS AND THAT THE FACTS STATED HEREIN ARE TRUE.**

(Signature of Authorized Representative of Contractor)

(Date)

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

I HEREBY CERTIFY The foregoing instrument was sworn to or affirmed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority, e.g. officer, trustee, attorney in fact) for \_\_\_\_\_ (name of party on behalf of whom instrument was executed).

WITNESS my hand and official seal.

NOTARY PUBLIC, STATE OF

NOTARY PUBLIC FLORIDA

SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp, or Type as Commissioned)

Personally known to me, or  Produced identification:

(Type of Identification Produced)

**ATTACHMENT H  
HIPPA Business Associate Addendum**

## **1. PREAMBLE AND DEFINITIONS.**

- 1.1 Pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), City of Marathon, a political subdivision of the State of Florida, through its City Council, (the "City"), the Marathon Fire Rescue Department ("Fire Rescue") and \_\_\_\_\_, ("Business Associate"), agree to this Business Associate Addendum ("BAA") as of the effective date of the underlying agreement between the parties (the "Effective Date") that addresses the HIPAA requirements with respect to "business associates," as defined under the privacy, security, breach notification, and enforcement rules at 45 C.F.R. Part 160 and Part 164 ("HIPAA Rules"). A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.
- 1.2 This BAA is intended to ensure that Business Associate will establish and implement appropriate safeguards for the Protected Health Information ("PHI") (as defined under the HIPAA Rules) that Business Associate may receive, create, maintain, use, or disclose in connection with the functions, activities, and services that Business Associate performs for Covered Entity. The functions, activities, and services that Business Associate performs for Covered Entity are defined in CONTRACT between City of Marathon and \_\_\_\_\_ for Medical Director services (the "Underlying Agreement").
- 1.3 Pursuant to changes required under the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act") and under the American Recovery and Reinvestment Act of 2009 ("ARRA"), this BAA also reflects federal breach notification requirements imposed on Business Associate when "Unsecured PHI" (as defined under the HIPAA Rules) is acquired by an unauthorized party, and the expanded privacy and security provisions imposed on business associates.
- 1.4 Unless the context clearly indicates otherwise, the following terms in this BAA shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, disclosure, Electronic Media, Electronic Protected Health Information (ePHI), Health Care Operations, individual, Minimum Necessary, Notice of Privacy Practices, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured PHI, and use.
- 1.5 A reference in this BAA to the Privacy Rule means the Privacy Rule, in conformity with the regulations at 45 C.F.R. Parts 160-164 (the "Privacy Rule") as interpreted under applicable regulations and guidance of general application published by HHS, including all amendments thereto for which compliance is required, as amended by the HITECH Act, ARRA, and the HIPAA Rules.

## **2. GENERAL OBLIGATIONS OF BUSINESS ASSOCIATE.**

- 2.1 Business Associate agrees not to use or disclose PHI, other than as permitted or required by this BAA or as Required By Law, or if such use or disclosure does not otherwise cause a Breach of Unsecured PHI.
- 2.2 Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by the BAA.
- 2.3 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of this BAA's requirements or that would otherwise cause a Breach of Unsecured PHI.
- 2.4 The Business Associate agrees to the following breach notification requirements:
  - (a) Business Associate agrees to provide notification of any Breach of Unsecured PHI of which it becomes aware, as required under 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware, in violation of this BAA to individuals, the media (as defined under the HITECH Act), the Secretary, and/or any other parties as required under HIPAA, the HITECH Act, ARRA, and the HIPAA Rules, subject to the prior review and written approval by Covered Entity of the content of such notification.
  - (b) In the event of Business Associate's use or disclosure of Unsecured PHI in violation of HIPAA, the HITECH Act, or ARRA, Business Associate bears the burden of demonstrating that notice as required under this Section 2.4 was made, including evidence demonstrating the necessity of any delay, or that the use or disclosure did not constitute a Breach of Unsecured PHI.
- 2.5 Business Associate agrees, in accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if

applicable, to require that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

- 2.6 Business Associate agrees to make available PHI in a Designated Record Set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524.
  - (a) Business Associate agrees to comply with an individual's request to restrict the disclosure of their personal PHI in a manner consistent with 45 C.F.R. § 164.522, except where such use, disclosure, or request is required or permitted under applicable law.
  - (b) Business Associate agrees to charge fees related to providing individuals access to their PHI in accordance with 45 C.F.R. § 164.524(c)(4).
  - (c) Business Associate agrees that when requesting, using, or disclosing PHI in accordance with 45 C.F.R. § 164.502(b)(1) that such request, use, or disclosure shall be to the minimum extent necessary, including the use of a "limited data set" as defined in 45 C.F.R. § 164.514(e)(2), to accomplish the intended purpose of such request, use, or disclosure, as interpreted under related guidance issued by the Secretary from time to time.
- 2.7 Business Associate agrees to make any amendments to PHI in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or to take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526.
- 2.8 Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528.
- 2.9 Business Associate agrees to make its internal practices, books, and records, including policies and procedures regarding PHI, relating to the use and disclosure of PHI and Breach of any Unsecured PHI received from Covered Entity, or created or received by the Business Associate on behalf of Covered Entity, available to Covered Entity (or the Secretary) for the purpose of Covered Entity or the Secretary determining compliance with the Privacy Rule (as defined in Section 8).
- 2.10 To the extent that Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- 2.11 Business Associate agrees to account for the following disclosures:
  - (a) Business Associate agrees to maintain and document disclosures of PHI and Breaches of Unsecured PHI and any information relating to the disclosure of PHI and Breach of Unsecured PHI in a manner as would be required for Covered Entity to respond to a request by an individual or the Secretary for an accounting of PHI disclosures and Breaches of Unsecured PHI.
  - (b) Business Associate agrees to provide to Covered Entity, or to an individual at Covered Entity's request, information collected in accordance with this Section 2.11, to permit Covered Entity to respond to a request by an individual or the Secretary for an accounting of PHI disclosures and Breaches of Unsecured PHI.
  - (c) Business Associate agrees to account for any disclosure of PHI used or maintained as an Electronic Health Record (as defined in Section 5) ("EHR") in a manner consistent with 45 C.F.R. § 164.528 and related guidance issued by the Secretary from time to time; provided that an individual shall have the right to receive an accounting of disclosures of EHR by the Business Associate made on behalf of the Covered Entity only during the three years prior to the date on which the accounting is requested from Covered Entity or directly from the Business Associate, whichever is later.
  - (d) In the case of an EHR that the Business Associate acquired on behalf of the Covered Entity as of January 1, 2009, paragraph (c) above shall apply to disclosures with respect to PHI made by the Business Associate from such EHR on or after January 1, 2014. In the case of an EHR that the Business Associate acquires on behalf of the Covered Entity after January 1, 2009, paragraph (c) above shall apply to disclosures with respect to PHI made by the Business Associate from such EHR on or after the later of January 1, 2011, or the date that it acquires the EHR.
- 2.12 Business Associate agrees to comply with the "Prohibition on Sale of Electronic Health Records or Protected

Health Information," as provided in Section 13405(d) of Subtitle D (Privacy) of ARRA, and the "Conditions on Certain Contacts as Part of Health Care Operations," as provided in Section 13406 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.

2.13 Business Associate acknowledges that, effective on the Effective Date of this BAA, it shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. § 1320d-5 and 1320d-6, as amended, for failure to comply with any of the use and disclosure requirements of this BAA and any guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.

### **3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.**

3.1 General Uses and Disclosures. Business Associate agrees to receive, create, use, or disclose PHI only in a manner that is consistent with this BAA, the Privacy Rule, or Security Rule (as defined in Section 5), and only in connection with providing services to Covered Entity; provided that the use or disclosure would not violate the Privacy Rule, including 45 C.F.R. § 164.504(e), if the use or disclosure would be done by Covered Entity. For example, the use and disclosure of PHI will be permitted for "treatment, payment, and health care operations," in accordance with the Privacy Rule.

3.2 Business Associate may use or disclose PHI as Required By Law.

3.3 Business Associate agrees to make uses and disclosures and requests for PHI: Consistent with Covered Entity's Minimum Necessary policies and procedures established by the Standard Operating Procedures adopted by in the Marathon Fire Rescue Department, as may be amended from time to time.

3.4 Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by the Covered Entity.

### **4. OBLIGATIONS OF COVERED ENTITY.**

4.1 Covered Entity shall:

(a) Provide Business Associate with the Notice of Privacy Practices that Covered Entity produces in accordance with the Privacy Rule, and any changes or limitations to such notice under 45 C.F.R. § 164.520, to the extent that such changes or limitations may affect Business Associate's use or disclosure of PHI.

(b) Notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to comply with under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI under this BAA.

(c) Notify Business Associate of any changes in or revocation of permission by an individual to use or disclose PHI, if such change or revocation may affect Business Associate's permitted or required uses and disclosures of PHI under this BAA.

4.2 Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy and Security Rule if done by Covered Entity, except as provided under Section 3 of this BAA.

### **5. COMPLIANCE WITH SECURITY RULE.**

5.1 Business Associate shall comply with the HIPAA Security Rule, which shall mean the Standards for Security of Electronic Protected Health Information at 45 C.F.R. Part 160 and Subparts A and C of Part 164, as amended by ARRA and the HITECH Act. The term "**Electronic Health Record**" or "**EHR**" as used in this BAA shall mean an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

5.2 In accordance with the Security Rule, Business Associate agrees to:

(a) Implement the administrative safeguards set forth at 45 C.F.R. § 164.308, the physical safeguards set forth at 45 C.F.R. § 164.310, the technical safeguards set forth at 45 C.F.R. § 164.312, and the policies and procedures set forth at 45 C.F.R. § 164.316, to reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule. Business Associate acknowledges that, effective on the Effective

Date of this BAA, (a) the foregoing safeguards, policies, and procedures requirements shall apply to Business Associate in the same manner that such requirements apply to Covered Entity, and (b) Business Associate shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. § 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the safeguards, policies, and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements; (b) Require that any agent, including a Subcontractor, to whom it provides such PHI agrees to implement reasonable and appropriate safeguards to protect the PHI; and (c) Report to the Covered Entity any Security Incident of which it becomes aware.

## **6. INDEMNIFICATION.**

The parties agree and acknowledge that except as set forth herein, the indemnification obligations contained under the Underlying Agreement shall govern each party's performance under this BAA.

## **7. TERM AND TERMINATION.**

- 7.1 This BAA shall be in effect as of the date set forth in the underlying agreement, and shall terminate on the earlier of the date that:
  - (a) Either party terminates for cause as authorized under Section 7.2.
  - (b) All of the PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity. If it is not feasible to return or destroy PHI, protections are extended in accordance with Section 7.3.
- 7.2 Upon either party's knowledge of material breach by the other party, the non-breaching party shall provide an opportunity for the breaching party to cure the breach or end the violation; or terminate the BAA. If the breaching party does not cure the breach or end the violation within a reasonable timeframe not to exceed seven (7) days from the notification of the breach, or if a material term of the BAA has been breached and a cure is not possible, the non-breaching party may terminate this BAA and the Underlying Agreement, upon written notice to the other party.
- 7.3 Upon termination of this BAA for any reason, the parties agree that:

Business associate shall return to Covered Entity all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. The PHI shall be returned in a format that is reasonably expected to preserve its accessibility and usability. Business Associate shall retain no copies of the PHI.

- 7.4 The obligations of Business Associate under this Section 7 shall survive the termination of this BAA.

## **8. MISCELLANEOUS.**

- 8.1 The parties agree to take such action as is necessary to amend this BAA to comply with the requirements of the Privacy Rule, the Security Rule, HIPAA, ARRA, the HITECH Act, the Consolidated Appropriations Act, 2021 (CAA-21), the HIPAA Rules, and any other applicable law.
- 8.2 The respective rights and obligations of Business Associate under Section 6 and Section 7 of this BAA shall survive the termination of this BAA.
- 8.3 This BAA shall be interpreted in the following manner:
  - (a) Any ambiguity shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules.
  - (b) Any inconsistency between the BAA's provisions and the HIPAA Rules, including all amendments, as interpreted by the HHS, a court, or another regulatory agency with authority over the Parties, shall be interpreted according to the interpretation of the HHS, the court, or the regulatory agency.
  - (c) Any provision of this BAA that differs from those required by the HIPAA Rules, but is nonetheless permitted by the HIPAA Rules, shall be adhered to as stated in this BAA.
- 8.4 This BAA constitutes the entire agreement between the parties related to the subject matter of this BAA, except to the extent that the Underlying Agreement imposes more stringent requirements related to the use and protection of PHI upon Business Associate. This BAA supersedes all prior negotiations, discussions,

representations, or proposals, whether oral or written. This BAA may not be modified unless done so in writing and signed by a duly authorized representative of both parties. If any provision of this BAA, or part thereof, is found to be invalid, the remaining provisions shall remain in effect.

- 8.5 This BAA will be binding on the successors and assigns of the Covered Entity and the Business Associate. However, this BAA may not be assigned, in whole or in part, without the written consent of the other party. Any attempted assignment in violation of this provision shall be null and void.
- 8.6 This BAA may be executed in two or more counterparts, each of which shall be deemed an original.
- 8.7 Except to the extent preempted by federal law, this BAA shall be governed by and construed in accordance with the same internal laws as that of the Underlying Agreement.

[End of Addendum]

**ATTACHMENT I**  
**MANDATORY FEDERAL PROVISIONS ADDENDUM**

This Addendum is incorporated by this reference into the Agreement between the Contractor and the City (the “Contract”) as

“Exhibit E.” It includes contract clauses that amend, delete or modify provisions of the Contract. All contract clauses that are not so amended, deleted or modified shall remain in full force and effect. To the extent of any conflict between the contract clauses set forth in this Exhibit and other contract clauses set forth in the Contract, the contract clauses of this Exhibit shall control.

#### **1) APPENDIX II TO 2 C.F.R. PART 200 (if applicable)**

The Contractor and its subcontractors must follow the provisions, as applicable, as set forth in 2 C.F.R. §200.326 Contract provisions and Appendix II to 2 C.F.R. Part 200, as amended.

#### **2) FEDERAL E-VERIFY**

The Contractor shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

#### **3) MAINTENANCE OF RECORDS**

Contractor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of seven (7) years from the termination of this agreement or for a period of three (3) years from the submission of the final expenditure report as per 2 CFR §200.334, whichever is greater. Each party to this Agreement or its authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for seven years following the termination of this Agreement.

#### **4) REMEDIES FOR BREACH. (2 C.F.R. PART 200, APPENDIX II (A))**

In addition to all other remedies included in this Contract, Contractor shall, at a minimum, be liable to the City for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of this Contract. This includes without limitation, any cost incurred to remediate defects in Contractor’s services and/or the additional expenses to complete Contractor’s services beyond the amounts agreed to in this contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set forth in this contract. All remedies provided for in this Contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

#### **5) EQUAL EMPLOYMENT OPPORTUNITY. (2 C.F.R. PART 200, APPENDIX II (C))**

During the performance of this Agreement, the Contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor’s legal duty to furnish information.
- d. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers’ representative of the contractor’s commitments under section

202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts. The equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations to include such a clause whether or not it is physically incorporated in such contracts and whether or not there is a written contract.

#### **6) FURTHER COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.**

- a) The contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watch persons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.
- b) Records to be maintained under this provision must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

#### **7) CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.**

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. §§7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 U.S.C. §§1251 *et seq.*) and will report violations to FEMA/Federal Agency and the appropriate Regional Office of the Environmental Protection Agency (EPA). The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended, —applies to Contracts and subgrants of amounts in excess of \$150,000. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA/Federal agency. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FEMA/Federal Agency and the appropriate EPA Regional Office.

#### **8) DEBARMENT AND SUSPENSION (Executive Orders 12549 and 12689).**

A contract award under a "covered transaction" (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR Part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension" and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment

and suspension). SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. §180.935) or its affiliates (defined at 2 C.F.R. §180.905) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935). The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Bidders or Proposers agree to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder or Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **9) BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352).**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Non-Federal award. **If award exceeds \$100,000, the required certification must be signed and submitted by the contractor to the City.**

#### **10) PROCUREMENT OF RECOVERED MATERIALS. (2 C.F.R. § 200.323)**

a) Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended, by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (2) Meeting contract performance requirements; or
- (3) At a reasonable price.

b) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act. The Contractor should, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

#### **11) PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES. (2 C.F.R. § 200.216)**

- a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause.
- b) Prohibitions.
  - i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - ii) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
    - (1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment

or services as a substantial or essential component of any system, or as critical technology of any system;

- (2) Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- (3) Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (4) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c) Exceptions.

- i) This clause does not prohibit contractors from providing:
  - (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- ii) By necessary implication and regulation, the prohibitions also do not apply to:
  - (1) Covered telecommunications equipment or services that: a. Are not used as a substantial or essential component of any system; and b. Are not used as critical technology of any system.
  - (2) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d) Reporting requirement.

- i) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- ii) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
  - (1) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - (2) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

**12) DOMESTIC PREFERENCE FOR PROCUREMENTS AS SET FORTH IN 2 CFR§200.322.**

- a) Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). These requirements of this section must be included in all subawards including contracts and purchase orders for work or products under federal award.
- b) For purposes of this section:
  - i) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - ii) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

**13)AMERICANS WITH DISABILITIES ACT OF 1990, AS AMENDED (ADA).**

The Contractor will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and the assurance by the Contractor pursuant thereto.

**14) ENERGY EFFICIENCY (IF APPLICABLE).**

Contractor will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422) and with all mandatory standards and policies relating to energy efficiency and the provisions of the state Energy Conservation Plan adopted pursuant thereto.

**15) RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.**

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**16) ACCESS TO RECORDS.**

Contractor/Consultant and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing the Department of Homeland Security (DHS) and the Federal Emergency Management Agency's (FEMA) access to records, accounts, documents, information, facilities, and staff. Contractors/Consultants must 1. cooperate with any compliance review or complaint investigation conducted by DHS; 2. Give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance; 3. Submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States. The Contractor agrees to City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

**17) CONTRACT CHANGES OR MODIFICATIONS.**

The Contractor understands and agrees that any cost resulting from a change or modification, change order, or constructive change of the agreement must be within the scope of any Federal grant or cooperative agreement that may fund this Project and be reasonable for the completion of the Project. Any contract change or modification, change order or constructive change must be approved in writing by both the City and Contractor.

**18) DHS SEAL, LOGO, AND FLAGS.**

Contractor must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials. The Contractor shall include this provision in any subcontracts.

**19) COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS.**

This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal Law, regulations, executive orders, FEMA policies, procedures, and directives.

**20) NO OBLIGATION BY FEDERAL GOVERNMENT.**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City/non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**21) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

If applicable, the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements)

applies to the contractor's actions pertaining to this contract.

## **22) SOCIOECONOMIC CONTRACTING**

The Contractor is encouraged to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered when possible.

## **23) COPYRIGHT**

The Contractor grants to the (insert name of the recipient or subrecipient), a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the (insert name of the recipient or subrecipient) or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the (insert name of the recipient or subrecipient) data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the recipient or subrecipient).

## **24) PROVIDING GOOD, SAFE JOBS TO WORKERS**

Creating Good Jobs. Pursuant to FEMA Information Bulletin No. 520, the contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable.

[End of Addendum]

## **BYRD-ANTI LOBBYING CERTIFICATION (To be submitted with each bid or offer exceeding \$100,000)**

The undersigned [Contractor] certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of

the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor \_\_\_\_\_ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

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Signature of Contractor's Authorized Official

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Name and Title of Contractor's Authorized

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Official Date

*Attachment J*

### **Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters**

The undersigned certifies, to the best of its knowledge and belief, that:

(i) The undersigned and/or any of its Principals -

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a 3-year period preceding this certification, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated above.

(ii) The undersigned has ( ) has not ( ), within a 3-year period preceding this certification, had one or more contracts terminated for default by any Federal agency.

“Principals,” for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the undersigned subject to prosecution under section 1001, title 18, United States Code. The undersigned shall provide immediate written notice to the Contracting Officer if, at any time prior to the contract award or after, the undersigned learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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(Name of Company)

By: \_\_\_\_\_  
(Signature)

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(Name and Title of Signatory)  
Date signed: \_\_\_\_\_

*Attachment K*

#### **CONSENT TO CRIMINAL HISTORY BACKGROUND CHECK**

Please be aware, a Criminal History Background Check will be run on you pursuant to the terms and conditions of this Contract.

Should any negative/derogatory information be reported, the City will assign such information its due weight in assessing your qualifications.

If a contract for services is formed between you and the City the City may request a Criminal History Background Check (for

contracted services/employment purposes) at any time during the term/tenure of your contract for services/employment.

I have read the above statement and understand it completely, and I voluntarily agree to it.

---

Consultant's Signature Date  
Consultant's Printed Name

**LICENSURE ELIGIBILITY ATTESTATION FORM  
(PURSUANT TO SECTION 456.0135, FLA. STAT.)**

Please initial next to each statement below to indicate its truthfulness:

I am familiar with Chapter 2024-243, Laws of Florida, and acknowledge the recent changes in the law regarding initial and renewal licensure requirements that will impact certain health care professions (see generally Section 456.0135, Fla. Stat.).

Circle One:

My license to deliver services solicited by this solicitation [ **may / will not** ] be negatively impacted by the new law.  
If "may" was selected, please explain: \_\_\_\_\_

I acknowledge that I have an ongoing obligation to immediately notify the County if anything changes with regard to my representations here.

I have read the above statement and understand it completely, and I voluntarily agree to it.

---

Consultant's Signature Date  
Consultant's Printed Name

*Attachment L*