

MEMORANDUM

SHC
Agenda Item No. 3(C)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: June 8, 2026

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution retroactively approving authorizing the County Mayor's application, receipt and expenditure of grant funds in the amount of \$21,113.26 awarded by the Florida Department of Health through the Emergency Medical Services Matching Grant Program to Miami-Dade County, through the Miami-Dade Fire Rescue Department, for expansion and enhancement of Emergency medical services; authorizing the County Mayor to apply for, receive, and expend additional funding if such funding becomes available through this grant program, and subject to available funding, utilize up to \$7,037.76 to satisfy cash match funding requirements for the purpose described herein; authorizing the county mayor to execute all necessary documents and agreements and exercise the provisions contained in any necessary contracts

The accompanying resolution was prepared by the Miami-Dade Fire Rescue Department and placed on the agenda at the request of Prime Sponsor Commissioner Roberto J. Gonzalez.



Geri Bonzon-Keenan
County Attorney

GBK/wm

MDC001

Memorandum



Date: July 21, 2026

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Resolution Retroactively Approving and Authorizing Miami-Dade County, through Miami-Dade Fire Rescue Department, to apply for, receive and expend \$21,113.26 in grant funds from the Florida Department of Health for the Emergency Medical Services Matching Grant

Summary

This item seeks retroactive approval and authorization to apply for, receive and expend \$21,113.26 in grant funding awarded by the Florida Department of Health (FDH) to Miami-Dade County through Miami-Dade Fire Rescue Department (MDFR) to expand and enhance emergency medical services. The \$21,113.26 in grant funding is for the purchase of electronic Patient Care Report (ePCR) tablets and EMS stair chairs. These funds are made available pursuant to the 2026-2027 Appropriations Act, Laws of Florida, Grants and Aids-Emergency Medical Services Matching Grants from the Emergency Medical Services Trust Fund, and section 401.113, Florida Statutes. Matching grants are contingent upon the recipient entity providing a cash sum equal to 25 percent of the total project cost.

Recommendation

It is recommended that the Board of County Commissioners (Board) retroactively approve the attached resolution authorizing the County Mayor's or County Mayor's designee application, receipt and expenditure of \$21,113.26 in grant funds from the FDH Emergency Medical Services Matching Grant Program for the purchase of electronic Patient Care Report (ePCR) tablets and EMS stair chairs. It is further recommended that the County Mayor or County Mayor's designee be further authorized to apply for, receive and expend additional funding if such funding becomes available through said grant program and, subject to available funding, utilize up to \$7,037.76 to satisfy any cash match funding requirements. Additionally, it is recommended that the County Mayor or County Mayor's designee be authorized to retroactively execute all necessary documents and agreements, including documents and agreements that may require up to \$7,037.76 to satisfy any cash match funding requirements, subject to available funding.

Scope

The services provided with these grant funds will be countywide.

Delegation of Authority

The County Mayor or County Mayor's designee has delegated authority to apply for, receive and expend additional funding if such funding becomes available from the FDH for Emergency Medical Services Matching Grant Program and, subject to available funding, utilize up to \$7,037.76 to satisfy any cash match funding requirements. The County Mayor or County Mayor's designee also has delegated authority to execute all necessary documents and agreements with FDH as well as to exercise the provisions contained in said agreements and documents, provided that any amendments to such agreements and documents are for the purposes described herein and have been approved by the County Attorney's Office for form and legal sufficiency.

Fiscal Impact/Funding Source

The County, through MDFR, was awarded \$21,113.26 in grant funding through the FDH EMS Matching Grant Program for the purchase of electronic Patient Care Report (ePCR) tablets and EMS stair chairs.

Track Record/ Monitor

The grant award will be monitored by MDFR Emergency Medical Services Division Chief and the MDFR Grants Bureau.

Background

Each year the FDH Office of Emergency Medical Services distributes grant funds as authorized by section 401.113, of the Florida Statutes. These funds are made available through competitive grants awarded to eligible Emergency Medical Service providers, first responders and other Emergency Medical Services-related organizations for the improvement and expansion of emergency medical services.

All Emergency Medical Services organizations in the State, both rural and urban-based, are eligible for Emergency Medical Services matching grant funds. The FDH will award 75 percent of approved grant projects for urban-based Emergency Medical Services organizations, and the remaining 25 percent is satisfied through cash match funds provided by the applicant.

The funding awarded to MDFR will be used to procure EMS stair chairs and electronic Patient Care Report (ePCR) tablets that will enhance emergency medical response. Attached are the grant application and the award letter for the funds received.

Attachments:

A - MDFR 2026 EMS Matching Grant Application Materials

B - EMS Matching Grant Award Letters and State EMS Matching Grant Awards 2026



Arnold Palmer
Chief, Public Safety

Patient Care Tablets

Justification Summary

A. Problem Description

Accurate, real-time documentation is essential to high-quality emergency medical care. EMS patient care report tablets allow field personnel to record assessments, treatments, and outcomes at the point of care and transmit data to hospitals and regulatory systems. Currently, Miami-Dade Fire Rescue (MDFR) has added five new Basic Life Support (BLS) units to meet increasing service demands. However, these units are not yet equipped with EMS tablets, creating a gap in the department's ability to maintain consistent electronic patient care reporting (ePCR) across its fleet.

Miami-Dade County, with over 2.8 million residents and 28 million annual visitors, generates a high volume of emergency calls. In the past 12 months, MDFR responded to 296,925 total calls for service, including 223,750 EMS incidents—140,544 ALS and 83,196 BLS responses. Without tablets, EMS personnel on the new BLS units are left unable to document care electronically in real time, which may delay hospital communication, reduce data accuracy, and impact continuity of care.

B. Present Situation

MDFR operates one of the largest EMS systems in the southeastern United States. The department has implemented an electronic patient care reporting system, however, the five newly acquired BLS units are currently not equipped with the necessary tablets to support this system. This limits their ability to document patient care efficiently and securely, and it creates inconsistencies in data collection and reporting across the department.

The absence of tablets in these units also prevents EMS personnel from accessing real-time protocols, hospital destination information, and clinical decision support tools. As MDFR continues to expand its data-driven approach to emergency care, equipping all frontline units with tablets is critical to maintaining operational and clinical standards.

C. The Proposed Solution

MDFR proposes to acquire 5 new high-performance EMS patient care report tablets through funding from the EMS Matching Grant Program. These tablets will be assigned to the five new BLS units and integrated into the department's existing ePCR platform and will be configured to meet HIPAA compliance standards. They will support real-time electronic documentation, secure data transmission, and access to clinical decision support tools. EMS personnel will receive training on the updated hardware and software to ensure seamless adoption. This investment will improve documentation accuracy, reduce reporting delays, and enhance communication with receiving hospitals.

MDFR will contribute a cash match toward this project to demonstrate institutional commitment and ensure program sustainability. Matching funds will support equipment procurement and training. By combining grant assistance with departmental investment, MDFR will strengthen its EMS documentation infrastructure and improve patient care outcomes across the county.

D. The geographic area to be addressed

Within an area of approximately 2,431 square miles, Miami-Dade County is the largest metropolitan area in Florida, with more than 2.8 million residents and more than 28 million annual visitors. Miami-Dade Fire Rescue is a career fire department providing fire protection, emergency medical services, transport, and other special operation services throughout the County. Currently, MDFR has 2,417 active career firefighters and 73 fire stations that serve the unincorporated areas of the county, as well as 29 municipal cities. MDFR delivers comprehensive EMS service and ALS intervention and transport 24 hours a day, 365 days a year. MDFR also provides fire rescue services at the Port of Miami, which is the largest cruise port in the world, and the 10th largest container port in the United States. MDFR also serves three South Florida airports, including Kendall-Tamiami Executive airport, Opa-Locka Airport, and Miami International Airport, which is the 10th busiest airport in the United States.

E. Data Sources

The information cited is derived from MDFR's Planning Division, MDFR's Logistics Division, MDFR's EMS Division, and NFIRS.

F. Statement attesting that the proposal is not a duplication of a previous effort.

I attest to the fact that this proposal is not a duplication of any grant project funded through this program.

Statutory Considerations and Criteria

A. Serve the requirements of the population upon which it will impact

As outlined in this application, acquiring EMS patient care report tablets for the 5 new BLS units will provide MDFR's first responders with the tools needed to accurately document and transmit patient information in real time. This will enhance the quality of care for Miami-Dade County residents and visitors by improving continuity of care and supporting data-driven clinical decisions.

B. Enable emergency vehicles and their staff to conform to state standards established by law or rule of the department

The acquisition of EMS tablets will help ensure compliance with Florida Department of Health regulations requiring timely and accurate patient care documentation. These devices support standardized reporting and data submission to state and federal systems.

C. Enable the vehicles of your organization to contain at least the minimum equipment and supplies as required by law, rule, or regulation of the department

Equipping the 5 new BLS units with functional, up-to-date tablets ensures that EMS personnel can meet documentation and reporting requirements as outlined in state EMS regulations. This supports the delivery of high-quality care and ensures accountability.

D. Enable the vehicle of your organization to have at minimum, a direct communications linkup with the operating base and hospital designated as the primary receiving facility

The new tablets will support secure, real-time data transmission to hospitals and MDRR, enhancing communication and coordination during patient transport.

E. Enable your organization to improve or expand the provision of:

a. EMS service on a county, multi-county, or area-wide basis

b. Single EMS provider or coordinated methods of delivering services

c. Coordination of all EMS communication links, with police, fire, emergency vehicles, and other related services

As the largest metropolitan area in Florida, Miami-Dade County requires a robust EMS documentation system. The acquisition of EMS tablets will improve coordination between field personnel, hospitals, and other emergency services, ensuring accurate and timely information exchange across the entire EMS system.

Outcomes for Projects That Provide Direct Services to Emergency Victims

A) This project will enable EMS personnel to provide more effective and efficient care by improving the accuracy and timeliness of patient documentation. MDRR has recently added five new Basic Life Support (BLS) units to its fleet to meet growing service demands. However, these units are not yet equipped with EMS patient care report tablets, which are essential for accurate field documentation and communication with receiving facilities. In the past 12 months, MDRR responded to 296,925 calls, including 223,750 EMS responses—83,196 BLS and 140,544 ALS. During this period, there were 8 civilian deaths, 57 civilian injuries, 2 firefighter deaths, and 275 firefighter injuries. Equipping these new units with tablets will directly support improved patient care and operational readiness.

B) In the 12 months following implementation, MDRR anticipates over 235,000 EMS calls, including more than 87,000 BLS and approximately 148,000 ALS responses. Outfitting the five new BLS units with tablets will ensure that EMS personnel can document care accurately and efficiently, enhancing the department's ability to analyze patient care data, improving readiness and response quality across the county.

C) The data in response A is based on statistics from MDFR's Planning and EMS Divisions. The projections in response B are based on current call volume trends and anticipated population growth in Miami-Dade County.

D) MDFR expects that this project will enable EMS personnel assigned to the new BLS units to confidently and efficiently document patient care in the field, reducing errors, improving communication with hospitals, and supporting better patient outcomes. It will also ensure consistency in documentation practices across the entire EMS fleet.

E) This project aligns with MDFR's five-year strategic plan by enhancing the department's ability to deliver proactive, responsive, and professional emergency medical services. Equipping all units, including newly added ones, with EMS tablets supports public health, safety, and operational excellence.

***Please note that the equipment will be purchased through a sole source to ensure that new equipment is compatible with technology currently used by the department.**

Agency Name:

Miami-Dade Fire Rescue

Project Budget

Salaries and Benefits	Description	Quantity	Cost Per Unit	Total Cost (Quantity * Cost Per Unit)	Brief Justification
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
		Total		\$ -	

Expenses	Description	Quantity	Cost Per Unit	Total Cost	Brief Justification
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
		Total		\$ -	

Vehicles, equipment, and other	Description	Quantity	Cost Per Unit	Total Cost	Brief Justification
	Zebra - ET4x Series Tablet - ET45 Tablet Kit	5	\$ 821.50	\$ 4,107.50	Purchase of 5 Patient Care Report Tablets
	Zebra OneCare Essential with Comprehensive Coverage and Refresh for Standar	5	\$ 219.63	\$ 1,098.15	Tablet software
	Motorola - handheld stylus	5	\$ 39.14	\$ 195.70	Tablet accessory
	Zebra Wall Charger - power adapter	5	\$ 19.31	\$ 96.55	Tablet Charger
	Zebra InfoCase Tempered Glass Screen Protector for ET40 45 8" Tablet	5	\$ 25.45	\$ 127.25	Tablet accessory
	Zebra - protective cover for tablet	5	\$ 1.45	\$ 7.25	Tablet accessory
	Tripp Lite Hi-Speed USB Type-A to USB Type C Cable M M 6ft, USB C 6ft 6'	5	\$ 10.06	\$ 50.30	Tablet accessory
				\$ -	
				\$ -	
				\$ -	
				\$ -	
		Total		\$ 5,682.70	

Grand Total	\$ 5,682.70
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For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PRCQ944	11/6/2025	ZEBRA	12015959	\$46,443.96

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Zebra - ET4x Series Tablet - ET45 Tablet Kit Mfg. Part#: KT-ET45BB-101D2BM-NA Contract: OMNIA Mesa 2024056-01 - GOV (2024056-01)	40	7866261	\$821.50	\$32,860.00
Zebra OneCare Essential with Comprehensive Coverage and Refresh for Standar Mfg. Part#: Z1AE-ET4XXX-3500 Electronic distribution - NO MEDIA Contract: OMNIA Mesa 2024056-01 - GOV (2024056-01)	40	7547899	\$219.63	\$8,785.20
Motorola - handheld stylus Mfg. Part#: SG-TC7X-STYLUS-03 Contract: OMNIA Mesa 2024056-01 - GOV (2024056-01)	14	6192174	\$39.14	\$547.96
Zebra Wall Charger - power adapter Mfg. Part#: PWR-WUA5V12W0US UNSPSC: 39121006 Contract: OMNIA Mesa 2024056-01 - GOV (2024056-01)	40	4406790	\$19.31	\$772.40
Zebra InfoCase Tempered Glass Screen Protector for ET40 45 8" Tablet Mfg. Part#: 3PTY-INF-ZEB-ET4X10 Contract: OMNIA Mesa 2024056-01 - GOV (2024056-01)	40	7990957	\$25.45	\$1,018.00
Zebra - protective cover for tablet Mfg. Part#: 3PTY-INF-ET4X10-RHS Contract: OMNIA Mesa 2024056-01 - GOV (2024056-01)	40	8194875	\$51.45	\$2,058.00
Tripp Lite Hi-Speed USB Type-A to USB Type C Cable M M 6ft, USB C 6ft 6' Mfg. Part#: U038-006 UNSPSC: 26121604 Contract: OMNIA Mesa 2024056-01 - GOV (2024056-01)	40	3726353	\$10.06	\$402.40

SUBTOTAL	\$46,443.96
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$46,443.96

PURCHASER BILLING INFO	DELIVER TO
Billing Address: MIAMI DADE COUNTY FINANCE DEPT SHARED SERVICES 111 NW 1 ST MIAMI, FL 33128 Phone: (305) 596-8285 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: MIAMI DADE FIRE RESCUE HEADQUARTERS 9300 NW 41ST ST MIAMI, FL 33178-2312 Shipping Method: FEDEX Ground
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



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Stair Chairs

Justification Summary

A. Problem Description

Safe and efficient patient movement is a critical component of prehospital emergency care, particularly in multi-story buildings, narrow hallways, or confined spaces where traditional stretchers are impractical. Currently, Miami-Dade Fire Rescue (MDFR) faces operational challenges due to a limited number of functional stair chairs across its EMS fleet. This shortage increases the risk of injury to both patients and EMS personnel during extrication and transport, especially in high-rise residential and commercial structures common throughout the county.

Miami-Dade County is home to over 2.8 million residents and welcomes approximately 28 million visitors annually. This dense and diverse population generates consistently high emergency call volumes. In the past twelve months, MDFR responded to 296,925 total calls for service, including 223,750 EMS incidents. Of these, 140,544 were Advanced Life Support (ALS) and 83,196 were Basic Life Support (BLS) responses. Many of these calls required patient movement in environments where stair chairs would have significantly improved safety and efficiency. Without adequate stair chair availability, EMS personnel are forced to improvise, increasing the likelihood of patient discomfort, delayed transport, and responder injury.

B. Present Situation

MDFR operates one of the largest EMS systems in the southeastern United States, providing countywide emergency medical services. While the department is equipped with a range of transport tools, the current inventory of stair chairs is insufficient to meet the operational demands of the entire fleet. Many existing units are outdated, in disrepair, or lack modern safety features such as track systems and secure harnessing.

This equipment gap is particularly concerning given the county's urban landscape, which includes thousands of multi-story residential buildings and high-rise commercial properties. EMS personnel frequently encounter situations where stair chairs are the safest and most effective means of patient transport. However, the lack of reliable equipment compromises both patient care

and responder safety. Replacing and expanding the stair chair inventory is essential to meet current and future operational needs.

C. The Proposed Solution

MDFR proposes to acquire a new inventory of modern stair chairs through funding from the EMS Matching Grant Program. These chairs will be distributed to high-call-volume rescue units and strategically located stations across the county to ensure rapid availability during emergency responses.

The proposed stair chairs will feature enhanced safety mechanisms, including integrated track systems for controlled descent, adjustable headrests, and secure restraint systems. These features will reduce the physical strain on EMS personnel and improve patient comfort and safety during transport. The department will also implement a training program to ensure all personnel are proficient in the use of the new equipment.

MDFR will contribute a cash match toward this project to demonstrate institutional commitment and ensure program sustainability. Matching funds will support equipment procurement and training efforts. By combining grant assistance with departmental investment, MDFR will enhance its operational readiness, reduce injury risk, and improve the overall quality of prehospital care for residents and visitors alike.

D. The geographic area to be addressed

Within an area of approximately 2,431 square miles, Miami-Dade County is the largest metropolitan area in Florida, with more than 2.8 million residents and more than 28 million annual visitors. Miami-Dade Fire Rescue is a career fire department providing fire protection, emergency medical services, transport, and other special operation services throughout the County. Currently, MDFR has 2,417 active career firefighters and 73 fire stations that serve the unincorporated areas of the county, as well as 29 municipal cities. MDFR delivers comprehensive EMS service and ALS intervention and transport 24 hours a day, 365 days a year. MDFR also provides fire rescue services at the Port of Miami, which is the largest cruise port in the world, and the 10th largest container port in the United States. MDFR also serves three South Florida airports, including

Kendall-Tamiami Executive airport, Opa-Locka Airport, and Miami International Airport, which is the 10th busiest airport in the United States.

E. Data Sources

The information cited is derived from MDFR's Planning Division, MDFR's Logistics Division, MDFR's EMS Division, and NFIRS.

F. Statement attesting that the proposal is not a duplication of a previous effort.

I attest to the fact that this proposal is not a duplication of any grant project funded through this program.

Statutory Considerations and Criteria

A. Serve the requirements of the population upon which it will impact

As established through the information provided within this application, purchasing stair chairs will provide MDFR's first responders with essential equipment to safely and efficiently transport patients in multi-story buildings and confined spaces. This acquisition directly enhances the quality of care for Miami-Dade County residents by reducing transport-related risks and improving patient handling during emergency medical responses.

B. Enable emergency vehicles and their staff to conform to state standards established by law or rule of the department

The acquisition of modern stair chairs will help ensure that MDFR's EMS units meet or exceed the minimum equipment standards outlined in Florida's administrative code for emergency medical services. These devices support safe patient movement and align with best practices in EMS operations, contributing to consistent and effective service delivery.

C. Enable the vehicles of your organization to contain at least the minimum equipment and supplies as required by law, rule, or regulation of the department

Equipping EMS vehicles with stair chairs ensures compliance with state regulations regarding the transport of non-ambulatory patients. These chairs are considered essential for safe extrication in environments where stretchers cannot be used, and their presence supports the

department's ability to provide care to the critically ill and injured in accordance with regulatory requirements.

D. Enable the vehicle of your organization to have at minimum, a direct communications linkup with the operating base and hospital designated as the primary receiving facility

N/A

E. Enable your organization to improve or expand the provision of:

a. EMS service on a county, multi-county, or area-wide basis

b. Single EMS provider or coordinated methods of delivering services

c. Coordination of all EMS communication links, with police, fire, emergency vehicles, and other related services

Miami-Dade County is the largest metropolitan area in the state of Florida. The proposed acquisition of stair chairs will improve the department's ability to provide safe, timely, and effective EMS services across the county. By enhancing patient transport capabilities, MDFR will improve coordination between EMS personnel, hospitals, and other emergency services, particularly in high-rise and densely populated areas where stair chairs are most needed.

Outcomes for Projects that provide or effect direct services to Emergency Victims

A) This project will enable firefighters and EMS personnel to provide safer and more effective assistance to emergency victims who require transport from multi-story buildings or confined spaces. In the last 12 months, MDFR received 296,925 total calls for service, of which 223,750 were EMS responses. These included 83,196 Basic Life Support (BLS) calls and 140,544 Advanced Life Support (ALS) calls. During this period, there were 8 reported civilian deaths, 57 civilian injuries, 2 firefighter deaths, and 275 firefighter injuries. In incidents involving challenging extrications, stair chairs can improve safety and efficiency for civilians and firefighters.

B) In the 12 months following the completion of this project, MDFR anticipates responding to over 235,000 EMS calls, including more than 87,000 BLS and approximately 148,000 ALS responses. The acquisition of modern stair chairs is expected to significantly enhance the readiness and capability of EMS

responders to safely transport patients in a wide range of environments, particularly in high-rise and densely populated areas.

C) The data referenced in response A is based on statistics provided by MDFR's Planning Division and EMS Division. The projections in response B are derived from current call volume trends and anticipated population growth in Miami-Dade County over the next year.

D) MDFR also expects that this project will enable EMS personnel to confidently and effectively transport patients in physically challenging environments, reducing the risk of injury to both patients and responders. This will improve the overall quality of prehospital care and ensure safer outcomes during emergency incidents.

E) This project aligns with MDFR's five-year strategic plan by supporting the department's mission to protect people through proactive, responsive, professional, and humanitarian emergency rescue services. The addition of stair chairs enhances operational capabilities that are essential to public health, safety, and well-being.

Agency Name:

Miami-Dade Fire Rescue

Work Activities and Time Frames

Indicate the major activities for completing the project

Work Activity	Number of Months After Grant Starts	
	Begin	End
Notice of award and execution of agreement	1	2
Procurement Process	2	5
Delivery of Equipment	5	11
Reconciliation with the State	11	12

Agency Name:

Miami-Dade Fire Rescue

Project Budget

Salaries and Benefits	Description	Quantity	Cost Per Unit	Total Cost (Quantity * Cost Per Unit)	Brief Justification
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
		Total		\$ -	

Expenses	Description	Quantity	Cost Per Unit	Total Cost	Brief Justification
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
		Total		\$ -	

Vehicles, equipment, and other	Description	Quantity	Cost Per Unit	Total Cost	Brief Justification
	Stryker Stair Chairs	5	\$ 4,493.66	\$ 22,468.30	Purchase of 5 Stair Chairs
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
		Total		\$ 22,468.30	

Grand Total	\$ 22,468.30
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Emergency Response Equipment Management
Contract No. BW-10125

THIS AGREEMENT for the provision of emergency response equipment management (the "Agreement"), made and entered into as of this 06 day of April 2021 by and between Stryker Sales Corporation, a corporation organized and existing under the laws of the State of Michigan, having its principal office at 2825 Airview Boulevard, Kalamazoo, MI, 49002 (the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (the "County").

WITNESSETH:

WHEREAS, the Contractor has offered to provide Emergency Response Equipment management, on a non-exclusive basis, that shall conform to the Scope of Services (see Appendix A), Price Schedule (see Appendix B), and all associated addenda and attachments; and the requirements of this Agreement; and

WHEREAS, the Contractor has submitted a written proposal dated December 8, 2020 (the "Contractor's Proposal"); and

WHEREAS, the County desires to procure from the Contractor such Emergency Response Equipment management for the County, in accordance with the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
- b) The words "Contract" to mean the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other appendices and attachments hereto, and (v) all amendments issued hereto.
- c) The words "Contract Date" to mean the date on which this Agreement is effective.
- d) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- e) The word "Contractor" to mean Stryker Sales Corporation ("Stryker") and its permitted successors.
- f) The word "Days" to mean calendar days.
- g) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Project Manager for review and approval pursuant to the terms of this Agreement.

- h) The words "Developed Works" to mean all rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its Subcontractors specifically for the County.
- i) The word "Equipment", shall mean emergency conveyance equipment, stretchers, parts, consumables or other items that may be required during the life of this Agreement.
- j) The words "Licensed Software" to mean the software component(s) provided pursuant to the Contract.
- k) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Contract.
- l) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.
- m) The words "Service" or "Services" to mean the provision of ambulance stretcher services and equipment in accordance with the Scope of Services.
- n) The word "Subcontractor" or "Subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of contract with the Contractor.
- o) l) The word "Work" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Article 1 to Article 44, 2) Appendix A), and 3) Appendix B.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager
- e) The words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.
- f) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Work performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated in the Agreement.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the Project Manager.
- e) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date stipulated on the front page and shall continue through the last day of the sixtieth month. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners (the "Board").

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by: (i) Registered or Certified Mail, with return receipt requested; (ii) personally by a by courier service; (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight; or (iv) via facsimile or e-mail (if provided below) with delivery of hard copy pursuant to (i), (ii), or (iii) in this paragraph. The addresses for such notice are as follows:

(1) To the County

- a) to the Project Manager:

Miami-Dade County
Fire Rescue Department
Attention: EMS Division Chief, Willie L. Williams
9300 NW 41st Street
Doral, FL, 33178

Phone: (786) 331-4402
E-mail: willie.williams@miamidade.gov

and

b) to the Contract Manager:

Miami-Dade County
Internal Services Department, Strategic Procurement Division
Attention: Chief Procurement Officer
111 NW 1st Street, Suite 1375
Miami, FL 33128-1974
Phone: (305) 375-4900
E-mail: Namita.Uppal@miamidade.gov

(2) To the Contractor

Stryker Sales Corporation
2825 Airview Boulevard
Kalamazoo, MI, 49002
Attention: Alex Eidson
Phone: (616) 446-6095
E-mail: Alex.Eidson@stryker.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work to be performed under this Contract. The compensation for all Work performed under this Contract, including all costs associated with such Work, shall be in accordance with the Price Schedule (see Appendix B). The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Work, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust (the "Trust"), shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises ("SBEs"), providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County (the "Code"), the time at which payment shall be due from the County or the Trust shall be forty-

five (45) days from receipt of a proper invoice. Billings from prime Contractors under services and goods contracts with the County or Trust, that are SBE contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code. All payments due from the County or Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or Trust.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County
Fire Rescue Department
9300 NW 41st Street
Doral, FL, 33178
Attention: Accounts Payable

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all third party liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings which may arise from defective material or workmanship of products sold hereunder., or arise out of, relating to or resulting from the Services provided by the Contractor or its employees, agents, or Subcontractors. The Contractor shall pay all direct claims and losses in connection therewith and shall investigate and defend such claims, suits or actions in the name of the County, where applicable, including appellate proceedings, and shall pay reasonable costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Upon County's notification, the Contractor shall furnish to the Internal Services Department, Strategic Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Chapter 440, Florida Statutes.
2. Commercial General Liability Insurance in an amount of \$500,000 per occurrence, and \$1,000,000 annual aggregate, not to exclude Products and Completed Operations. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount of \$500,000 combined single limit per occurrence for bodily injury and property damage.

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are a member of the Florida Guaranty Fund.

The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:

**Miami-Dade County
111 NW 1st Street
Suite 1300
Miami, Florida 33128-1974**

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Upon award of this Contract, the Contractor shall provide insurance documents, as required, within ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall assure that the Certificates of Insurance required in conjunction with this Section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the Certificate(s) of Insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed Certificate(s) of Insurance to the County a minimum of ten (10) calendar days before such expiration. In the event that expired Certificates of Insurance are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificates are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause. Notwithstanding any requirements to the contrary hereunder, to the extent allowed by applicable laws and regulations, the Contractor shall be permitted to comply with these insurance requirements through a program of self-insurance.

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work. At the request of the County, the Contractor shall promptly remove from the project any Contractor's employee, Subcontractor, or any other person performing Work hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the requirements to

which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Work described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Work.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all Work and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the Work performed or Services provided pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. AUTHORITY OF THE PROJECT MANAGER

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

ARTICLE 14A. DISPUTE RESOLUTION

- a) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- b) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- c) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including

but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within ten (10) days of the occurrence, event or act out of which the dispute arises.

- d) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for such defense or settlement costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE AND RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Agreement. The Contractor and its Subcontractors and suppliers, shall retain such records, and all other documents relevant to the Work furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its Subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution. However, such substitution shall not become effective until the County has approved said substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts, omissions, and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the Work, will state in writing to the County the name of the proposed Subcontractor, the portion of the Work which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Work to be performed. Such Work performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Work in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed Work of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any Subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions,

parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code.
- d) In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop Work on the date specified in the notice (the "Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
 - vi. reimburse the County a proration of the fees paid annually based on the remaining months of the term as per the compensation listed in Appendix B, Price Schedule.
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
 - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.

- g) All compensation pursuant to this Article are subject to audit.
- h) In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement, and the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:
 - i. the Contractor has not delivered Deliverables, Equipment or Services on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to Subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
 - vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Work which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
 - i. treat such failure as a repudiation of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County shall notify the Contractor (the "Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The Default Notice shall specify the date the Contractor shall discontinue the Services upon the Effective Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 28. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements

stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of the public records laws of the State of Florida (the "Public Records Law").

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the Contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (the "Computer Software"). All third-party license agreements must also be honored by the Contractor and its employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 30. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or

suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

- b) All Developed Works shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except with respect to Contractor's LIFENET products, and as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its Subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. SOFTWARE LICENSE

- a) The Contractor hereby warrants and represents that the Contractor possesses all title, rights to and interests in the Licensed Software and the related source code including copyright, trade secret, patent, trademark, and other proprietary rights as well as all customizations, enhancements, modifications, improvements, derivations, or other variations thereof, and all portions thereof, or otherwise has the right to grant to the County the affected licenses, without violating any rights of any third party, and there are currently no actual or threatened suits by any such third parties based on an alleged violation of such rights by the Contractor. The Contractor shall require that all suppliers of third party software hereunder furnish to the County the foregoing warranties of ownership with respect to the third party software.
- b) County owns all the data collected using the Licensed Software.
- c) Contractor grants the County a non-transferrable, non-exclusive, limited license to use Contractor's software solely in accordance with the terms of this Contract. Upon termination of this Contract, the software rights revert fully and completely to Contractor.
- d) As used above, "irrevocable" shall include, but not limited to, the right of the County to continue using the Licensed Software or third party software irrespective of any breach or default pursuant to the terms hereof.

ARTICLE 32. VENDOR REGISTRATION/CONFLICT OF INTEREST

- a) Vendor Registration

The Contractor shall be a registered vendor with the County – Internal Services Department, Strategic Procurement Division, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
2. **Miami-Dade County Employment Disclosure Affidavit** (Section 2.8.1(d)(2) of the Code of Miami-Dade County)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the Code of Miami-Dade County)
4. **Miami-Dade County Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the Code of Miami-Dade County)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the Code of Miami-Dade County)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Sections 2-8.1(i), 2-11.1(b)(1) through (6) and (9), and 2-11.1(c) of the Code of Miami-Dade County)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the Code of Miami-Dade County)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the Code of Miami-Dade County)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit** (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)
11. **Miami-Dade County E-Verify Affidavit**
(Executive Order 11-116)
12. **Miami-Dade County Pay Parity Affidavit**
(Resolution No. R-1072-17)
13. **Miami-Dade County Suspected Workers' Compensation Fraud Affidavit**
(Resolution R-919-18)
14. **Subcontracting Practices**
(Section 2-8.8 of the Code of Miami-Dade County)
15. **Subcontractor/Supplier Listing**
(Section 2-8.1 of the Code of Miami-Dade County)
16. **Form W-9 and 147c Letter**
(as required by the Internal Revenue Service)
17. **FEIN Number or Social Security Number**
In order to establish a file, the Contractor's Federal Employer Identification Number ("FEIN") must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
18. **Office of the Inspector General**
(Section 2-1076 of the Code of Miami-Dade County)
19. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.
20. **Antitrust Laws**
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest and Code of Ethics

Section 2-11.1(d) of the Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Code relating to Conflict of Interest and Code of Ethics. In accordance with Section 2-11.1(y) of the Code, the Miami-Dade County Commission on Ethics and Public Trust shall be empowered to review, interpret, render advisory opinions and letters of instruction and enforce the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 33. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. Unless provided in the Exception below, the cost of the audit for this Contract shall be one quarter of one percent (0.25%) of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in

conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspector generals to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's judgment, pertain to performance of the Contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 34. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable federal, state and County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity, in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency, as applicable to this Contract.
- d) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics".
- e) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- f) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
- g) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- h) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- i) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- j) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- k) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- l) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations."
- m) Any other laws prohibiting wage rate discrimination based on sex.

Pursuant to Resolution No. R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "h" through "m" above.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 35. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 36. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in

the County's best interest to consent to such relationship.

- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 37. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, Subcontractors and suppliers will not represent, directly or indirectly, that any Work, Deliverables or Services provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 38. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 39. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 40. COUNTY USER ACCESS PROGRAM

a) User Access Fee

Pursuant to Section 2-8.10 of the Code, this Contract is subject to a user access fee under the County User Access Program ("UAP") in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing Deliverables or Services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the two percent (2%) UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the two percent (2%) UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three (3) business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the two percent (2%) UAP.

c) Contractor Compliance

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

ARTICLE 41. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify Career Source South Florida ("CSSF"), the designated Referral Agency, of the vacancy and list the vacancy with CSSF according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the CSSF. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the CSSF indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the First Source Hiring Referral Program are available at <https://iapps.careersourcesfl.com/firstsource/>.

ARTICLE 42. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

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 AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 33128

ARTICLE 43. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095 of the Florida Statutes, titled "Verification of Employment Eligibility". This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Contractor effective January 1, 2021 and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination and the Contractor may be liable for any additional costs incurred by the County resulting from the termination of the Contract. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one year after the date of termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

ARTICLE 44 SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor

Miami-Dade County

By: Jennifer N. Collins
Name: Jennifer N. Collins
Title: Manager, Strategic Pricing & Contracts
Date: February 4, 2021

By: Daniella Levine Cava
Name: Daniella Levine Cava
Title: Mayor
Date: 4/6/2021

Attest: Hevila Freitas
Corporate Secretary/Notary Public
HEVILA FREITAS
MY COMMISSION EXPIRES ON 06/19/21

Attest: [Signature]
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form and legal sufficiency



Michael B. Valdes
Assistant County Attorney

APPENDIX A
SCOPE OF SERVICES

SCOPE OF WORK

Contractor shall provide for the purchase of Automated External Defibrillators (AEDs) and other emergency response equipment; including but not limited to preventive maintenance services (ProCare Program), service calls, training, software/ data management and hardware upgrades, parts, accessories, consumables and disposables.

ProCare Program includes:

A. EMS Prevent

Includes parts, labor, travel, 1 annual PM inspection, unscheduled service, battery replacement & product equipment checklists. Replacement parts do not include mattresses, and other disposable or expendable parts.

B. LUCAS Prevent Onsite

- Update software to the most current version
- Check all batteries and battery pins
- Inspect the integrity of accessories and recommend replacement as needed
- Test linear sensor and recalibrate if needed
- Lubricate and adjust mechanical parts, including compression module and claw lock
- Clean hood, fan, intake and bellows
- Perform functional test on all mechanical components and electronics
- Computer-aided diagnostics
- Replacement of LUCAS Disposable suction cup, LUCAS Patient Straps, or LUCAS Stabilization Strap, as deemed necessary by Stryker
- Repairs (parts and labor) to restore equipment to manufacturer specifications
- Replace up to 2 LUCAS chest compression system batteries in accordance with the Instructions for Use or upon battery failure*
- LUCAS Battery Desk-Top Charger, LUCAS Aux Power Supply, LUCAS Car Cable repair or replacement as deemed necessary by Stryker*
- Replacement of LUCAS Disposable suction cup, LUCAS Patient Straps, or LUCAS Stabilization Strap
**(Onsite Repairs or Depot Depending on Agreement) **

C. LP15 Prevent Onsite

- Update software to the most current version
- Check all batteries and battery pins
- Inspect the integrity of accessories and recommend replacement as needed
- Test the integrity of all cables and recommend replacement as needed
- Electrical safety check in accordance with NFPA guidelines
- Computer-aided diagnostics to test 30 device dimensions and verify the unit functions accurately, from waveform shape and defibrillation energy to pacing
- current and capnography readings (if present)
- Check electrode expiration dates and recommend replacement as needed
- Check printer operation and trace quality
- Repairs (parts and labor) to restore equipment to manufacturer specifications
- LIFEPAK battery-charger repair or replacement as deemed necessary by Stryker*
- Power-adaptor repair or replacement
- Replace up to 3 lithium-ion batteries in accordance with the device operating instructions or upon failure*
- Replace up to 1 coin cell memory battery in accordance with the device operating instructions or upon failure*

- Replacement of protective display shield, corner bumper guards, CO2 connector cover, shoulder strap, handle, device labels, and battery pins as deemed necessary by Stryker at time of annual inspection.
*** (Onsite Repairs or Depot Depending on Agreement) ***

D. LP1000 Prevent Onsite

- Update software to the most current version
- Check all batteries and battery pins
- Inspect the integrity of accessories and recommend replacement as needed
- Test the integrity of all cables and recommend replacement as needed
- Electrical safety check in accordance with NFPA guidelines
- Computer-aided diagnostics to verify the unit functions accurately, including waveform shape and defibrillation energy
- Replace up to 1 battery pack in accordance with the device operating instructions or upon battery failure
- Replace 1 set of expired adult therapy electrodes at scheduled time of service
- Repairs (parts and labor) to restore equipment to manufacturer specifications
*** (Onsite Repairs or Depot Depending on Agreement) ***

APPENDIX B
PRICE SCHEDULE

Appendix B. Price Schedule shall include the following:

1. Annual Pricing for ProCare Services, Parts and Accessories shall be at minimum a 20% Discount off current list price.
2. The cost of replacing Miami-Dade Fire Rescue Department 82 Lifepaks will be per Table 1: (Note: the unit prices are valid through April 15, 2021:).

Table 1.

Product ID	Description	Qty	Unit Price	Sub-Total
99577-001943	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, EtCO2, 12-Lead ECG, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	82	\$19,583.81	\$1,605,872.42
41577-000288	Ship Kit -QUICK-COMBO Therapy Cable; 2 rolls 100mm Paper; RC-4, Patient Cable, 4ft; NIBP Hose, Coiled; NIBP Cuff, Reusable, adult; 12-Lead ECG Cable, 4-Wire Limb Leads, 5ft; 12-Lead ECG Cable, 6-Wire Precordial attachment	82	\$0.00	\$0.00
TR-15V1V2-LP15	TRADE-IN-STRYKER LP15V1/V2 TOWARDS PURCHASE OF LIFEPAK 15	82	-\$5,500.00	-\$451,000.00
Total				\$1,154,872.42

3. The Cost of ProCare Coverage will be per Table 2

Table 2.

#	Model Number	Product Type	ProCare Program	Qty	Contract term (years)	Estimated total for 5 years
1	LUCAS	LUCAS	LUCAS Prevent Onsite	65	5 years	\$456,300.00
2	LP15	Lifepak 15	LP15 Prevent Onsite	162	5 years	\$1,458,000.00
3	LP1000	Lifepak 1000	LP1000 Prevent Onsite	122	5 years	\$358,680.00
4	6390	Power-LOAD	EMS Prevent	56	5 years	\$484,680.00
5	6252	Stair Chair	EMS Prevent NB	57	5 years	\$67,260.00
6	6506	Power Cots	EMS Prevent	64	5 years	\$421,760.00
ProCare Total						\$3,246,680.00
Discount 20%						20%
FINAL Total						\$2,597,344.00



Quick Quote 11/4/2025 7:24 PM

Quote Number: 11208388

Remit to:

Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Prepared For: MIAMI DADE FIRE RESCUE

Rep:

Alex Eidson

Attn:

Email:

alex.eidson@stryker.com

Phone Number:

Quote Date: 11/04/2025

Expiration Date: 12/04/2025

Delivery Address

Sold To - Shipping

Bill To Account

Name: MIAMI DADE FIRE RESCUE

Name: MIAMI DADE FIRE RESCUE

Name: MIAMI DADE COUNTY

Account #: 20045382

Account #: 20045382

Account #: 20045855

Address: 6000 SW 87TH AVE

Address: 6000 SW 87TH AVE

Address: 111 NW 1ST ST FL 26

MIAMI

MIAMI

MIAMI

Florida 33173-1622

Florida 33173-1622

Florida 33128-1902

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	6252000000	Stair-PRO Model 6252	3	\$4,493.66	\$13,480.98
1.1	6252009001	Stair-Pro Operations Manual			
1.2	6250001162	In-Service Video (DVD)			
1.3	6252026000	Common Components			
1.4	6250021000	2 Piece ABS Panel Seat			
1.5	6250160000	Polypropelene Restraint Set(Plastic Buckles)			
1.6	6252022000	Main Frame Assy Option			
1.7	6250024000	Standard Length Lower LiftHandles			
1.8	6252027000	Footrest Option			
1.9	6252024000	No IV Clip Option			

Equipment Total: \$13,480.98

Price Totals:

Estimated Sales Tax (0.000%): \$0.00

Shipping and Handling: \$168.51

Grand Total: \$13,649.49



Quick Quote 11/4/2025 7:24 PM

Quote Number: 11208388

Remit to:

Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Prepared For: MIAMI DADE FIRE RESCUE

Rep:

Alex Eidson

Attn:

Email:

alex.eidson@stryker.com

Phone Number:

Quote Date: 11/04/2025

Expiration Date: 12/04/2025

Prices: In effect for 30 days

Terms: Net 30 Days

Shipping & Handling Includes:

Standard freight, special packaging, semi rigging cranes, labor & delivery of equipment to final location, removal of all packaging, pre-delivery site check, education/training

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

Mission:

To protect, promote and improve the health of all people in Florida through integrated state, county and community efforts.



Ron DeSantis
Governor

Joseph A. Ladapo, MD, PhD
State Surgeon General

Vision: To be the Healthiest State in the Nation

Via Email to Katrina.Hollis-Baker@miamidade.gov

March 9, 2026

Mr. James Reyes, Chief of Public Safety
Miami-Dade Fire Rescue
9300 NW 41st Street
Doral, FL 33178

Dear Chief Reyes,

The Florida Department of Health, Division of Emergency Preparedness and Community Support is pleased to award the Emergency Medical Services (EMS) Matching Grant, ID M2655 in the amount of \$4,262.03 to Miami-Dade Fire Rescue. This award is subject to appropriation and availability of funds. Section 401.113(2)(b), Florida Statutes (F.S.), provides authority to dispense funds to entities annually from the EMS Trust Fund; no federal funding was utilized for this grant.

Grant funds are approved for the purchase and/or implementation of the following project components:

- (5) ePCR Tablets

The approved funding for this project is as follows:

- Award Amount: \$4,262.03
- Required Match Amount (Urban 25%): \$1,420.68
- Total Project Amount: \$5,682.70

Pursuant to section 401.113(2)(b), F.S., and in compliance with the Florida Catalog of State Financial Assistance, program number 64.003, agencies are required to report grant activities and purchases to the Department. Grant reports are due to the Department within 30 days of the end of each fiscal quarter. You will receive the MOA for your review and signature at a later date. Funds will not be released until after the MOA is executed in full. A copy of the executed MOA, with my signature, will be provided for your records.

Thank you for your participation in the Florida Department of Health, Bureau of Emergency Medical Oversight's EMS Matching Grant program. If you need assistance, please contact our staff at EMSGrants@FLHealth.gov.

Sincerely,

Steve McCoy
Division Director
Emergency Preparedness and Community Support

SM/cg

Mission:

To protect, promote and improve the health of all people in Florida through integrated state, county and community efforts.



Ron DeSantis
Governor

Joseph A. Ladapo, MD, PhD
State Surgeon General

Vision: To be the **Healthiest State** in the Nation

Via Email to Katrina.Hollis-Baker@miamidade.gov

March 9, 2026

Mr. James Reyes, Chief of Public Safety
Miami-Dade Fire Rescue
9300 NW 41st Street
Doral, FL 33178

Dear Chief Reyes,

The Florida Department of Health, Division of Emergency Preparedness and Community Support is pleased to award the Emergency Medical Services (EMS) Matching Grant, ID M2658 in the amount of \$16,851.23 to Miami-Dade Fire Rescue. This award is subject to appropriation and availability of funds. Section 401.113(2)(b), Florida Statutes (F.S.), provides authority to dispense funds to entities annually from the EMS Trust Fund; no federal funding was utilized for this grant.

Grant funds are approved for the purchase and/or implementation of the following project components:

- (5) Stair Chairs

The approved funding for this project is as follows:

- Award Amount: \$16,851.23
- Required Match Amount (Urban 25%): \$5,617.08
- Total Project Amount: \$22,468.30

Pursuant to section 401.113(2)(b), F.S., and in compliance with the Florida Catalog of State Financial Assistance, program number 64.003, agencies are required to report grant activities and purchases to the Department. Grant reports are due to the Department within 30 days of the end of each fiscal quarter. You will receive the MOA for your review and signature at a later date. Funds will not be released until after the MOA is executed in full. A copy of the executed MOA, with my signature, will be provided for your records.

Thank you for your participation in the Florida Department of Health, Bureau of Emergency Medical Oversight's EMS Matching Grant program. If you need assistance, please contact our staff at EMSGrants@FLHealth.gov.

Sincerely,

Steve McCoy
Division Director
Emergency Preparedness and Community Support

SM/cg



State EMS Matching Grant Awards 2026

Organization	Partial or Fully Funded	State Award	Grantee Match	Project Total	Summary of Approved Project
Baker County Fire Rescue	Partial	\$ 117,000.00	\$ 13,000.00	\$ 130,000.00	LifePak 35s
Baker County Fire Rescue	Fully	\$ 28,509.52	\$ 3,167.72	\$ 31,677.24	AEDs, Cabinets, Signs
Bradford County Fire Rescue	Partial	\$ 63,098.28	\$ 7,010.92	\$ 70,109.20	LifePak 35, Hamilton Ventilator
Calhoun-Liberty Hospital Association	Partial	\$ 30,843.50	\$ 3,427.06	\$ 34,270.56	Stair Chairs and Accessories
City of Marco Island	Full	\$ 10,147.50	\$ 3,382.50	\$ 13,530.00	Video Laryngoscopes and Blades
Davie Fire Rescue	Full	\$ 13,278.00	\$ 4,426.00	\$ 17,704.00	Laryngoscopes
Dixie County Fire Rescue	Partial	\$ 4,611.87	\$ 1,537.29	\$ 6,149.16	Ballistic Vests
Escambia County EMS	Full	\$ 13,648.50	\$ 4,549.50	\$ 18,198.00	CPR Training Kits
Eustis Fire Department	Full	\$ 12,888.90	\$ 1,432.10	\$ 14,321.00	Gidescopes and Blades
First Coast Technical College	Partial	\$ 24,727.50	\$ 8,242.50	\$ 32,970.00	iSimulate Manikins
Gadsden County EMS	Full	\$ 9,254.84	\$ -	\$ 9,254.84	Video Laryngoscopes
Gulf County EMS	Partial	\$ 81,603.31	\$ 9,067.04	\$ 90,670.35	Stryker Stretchers
Hamilton County EMS	Partial	\$ 170,152.81	\$ 18,905.87	\$ 189,058.68	LifePak 35s, Stair Chairs, Stretchers
Hendry County EMS	Full	\$ 36,101.70	\$ 4,011.30	\$ 40,113.00	Zoll Monitor and Accessories
Hollywood Fire Rescue	Partial	\$ 36,805.50	\$ 12,268.50	\$ 49,074.00	Stair Chairs, Bariatric Stair Chair
Islamorada Fire Rescue 1	Full	\$ 11,211.90	\$ 3,737.30	\$ 14,949.20	Stop The Bleed Kits, Bleeding Control Stations
Islamorada Fire Rescue 2	Full	\$ 4,680.00	\$ 1,560.00	\$ 6,240.00	ASHE Training Course
Jackson County Fire Rescue	Full	\$ 359,460.00	\$ 39,940.00	\$ 399,400.00	Ambulance
Jacksonville Fire Rescue	Partial	\$ 25,872.19	\$ 8,624.06	\$ 34,496.25	Ventilator and Video Laryngoscopes
Jewish Volunteer Ambulance Corp (JVAC)	Full	\$ 74,250.00	\$ 8,250.00	\$ 82,500.00	Hamilton Ventilator
Laurel Hill Volunteer Fire Department	Partial	\$ 3,250.00	\$ -	\$ 3,250.00	Zoll AEDs
Leon County EMS	Partial	\$ 13,648.50	\$ 4,549.50	\$ 18,198.00	CPR Anytime Kits
Lifeguard Ambulance Service	Partial	\$ 14,625.00	\$ 4,875.00	\$ 19,500.00	Gidescopes and Training
Lynn Haven Fire and Emergency Services	Partial	\$ 18,088.20	\$ 6,029.40	\$ 24,117.60	LifePak AEDs
Madison County Fire Rescue	Partial	\$ 117,000.00	\$ 13,000.00	\$ 130,000.00	LifePak 35s
Manatee County EMS	Partial	\$ 22,401.75	\$ 7,467.25	\$ 29,869.00	Helmets, Visors, Decals
Marathon Fire Rescue	Full	\$ 1,206.69	\$ -	\$ 1,206.69	Manikins
Mattlacha/Pine Island Fire Control District	Partial	\$ 17,171.18	\$ 5,723.73	\$ 22,894.91	Toughbooks, Installations, Programming
Miami-Dade Fire Rescue	Full	\$ 4,262.03	\$ 1,420.68	\$ 5,682.71	ePCR Tablets
Miami-Dade Fire Rescue	Full	\$ 16,851.23	\$ 5,617.08	\$ 22,468.31	Stair Chairs
Micosukee Tribe Indians of Florida	Partial	\$ 51,300.00	\$ 5,700.00	\$ 57,000.00	Zoll Zenix Monitors and Accessories
Monroe County	Full	\$ 6,442.46	\$ 2,147.49	\$ 8,589.95	Manikin, Trauma Kit and Training Package
North Port Fire Rescue	Partial	\$ 5,166.00	\$ 1,722.00	\$ 6,888.00	Ballistic Vests, Helmets, Steel Plates
Ocoee Fire Department	Partial	\$ 8,208.00	\$ 2,736.00	\$ 10,944.00	Ballistic Vests and Helmets
Palm Beach County Fire Rescue	Partial	\$ 33,894.11	\$ 11,298.04	\$ 45,192.15	REALITI 360 Manikins
Pembroke Pines Fire Department	Full	\$ 47,857.50	\$ 15,952.50	\$ 63,810.00	AEDs, Stop The Bleed Kits



State EMS Matching Grant Awards 2026

Organization	Partial or Fully Funded	State Award	Grantee Match	Project Total	Summary of Approved Project
Sarasota Fire Department	Full	\$ 75,504.69	\$ 25,168.23	\$ 100,672.92	Lucas Devices
Sumter County EMS 5	Partial	\$ 59,400.00	\$ 6,600.00	\$ 66,000.00	Hamilton Ventilators
Sumter County EMS 8	Partial	\$ 25,380.00	\$ 2,820.00	\$ 28,200.00	IV Pumps
Suwannee River AHEC	Full	\$ 42,210.00	\$ 4,690.00	\$ 46,900.00	Emergency Airway Training Course
Tampa Fire Rescue	Partial	\$ 12,468.59	\$ 4,156.20	\$ 16,624.79	Infusion Pumps and Accessories
Union County EMS	Full	\$ 67,386.47	\$ 7,487.39	\$ 74,873.86	Stryker Stretchers
University of Central Florida (2nd Alarm)	Full	\$ 150,123.75	\$ -	\$ 150,123.75	Mental Health and Wellness Training Program
Totals:		\$ 1,941,991.97	\$ 295,700.15	\$ 2,237,692.12	
Quantity of Applications:		43			



MEMORANDUM
(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: July 21, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

- _____ **“3-Day Rule” for committees applicable if raised**
- _____ **6 weeks required between first reading and public hearing**
- _____ **4 weeks notification to municipal officials required prior to public hearing**
- _____ **Decreases revenues or increases expenditures without balancing budget**
- _____ **Budget required**
- _____ **Statement of fiscal impact required**
- _____ **Statement of social equity required**
- _____ **Ordinance creating a new board requires detailed County Mayor’s report for public hearing**
- _____ **No committee review**
- _____ **Requires more than a majority vote (i.e., 2/3’s present ____, 2/3 membership ____, 3/5’s ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) _____) to approve**
- _____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor Agenda Item No.
Veto _____
Override _____

RESOLUTION NO. _____

RESOLUTION RETROACTIVELY APPROVING AND AUTHORIZING THE COUNTY MAYOR'S OR COUNTY MAYOR'S DESIGNEE'S APPLICATION, RECEIPT AND EXPENDITURE OF GRANT FUNDS IN THE AMOUNT OF \$21,113.26 AWARDED BY THE FLORIDA DEPARTMENT OF HEALTH THROUGH THE EMERGENCY MEDICAL SERVICES MATCHING GRANT PROGRAM TO MIAMI-DADE COUNTY, THROUGH THE MIAMI-DADE FIRE RESCUE DEPARTMENT, FOR EXPANSION AND ENHANCEMENT OF EMERGENCY MEDICAL SERVICES; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO APPLY FOR, RECEIVE, AND EXPEND ADDITIONAL FUNDING IF SUCH FUNDING BECOMES AVAILABLE THROUGH THIS GRANT PROGRAM, AND SUBJECT TO AVAILABLE FUNDING, UTILIZE UP TO \$7,037.76 TO SATISFY CASH MATCH FUNDING REQUIREMENTS FOR THE PURPOSE DESCRIBED HEREIN; AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE ALL NECESSARY DOCUMENTS AND AGREEMENTS AND EXERCISE THE PROVISIONS CONTAINED IN ANY NECESSARY CONTRACTS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Incorporates and approves the foregoing recital, as if fully set forth herein.

Section 2. Retroactively authorizes the County Mayor or County Mayor's designee's application, receipt, and expenditure of grant funds in the amount of \$21,113.26 awarded from the Florida Department of Health (FDH) through the Emergency Medical Services (EMS) Matching Grant Program to Miami-Dade County, through the Miami-Dade Fire Rescue Department

(MDFR) for the expansion and enhancement of Emergency medical services, including to procure EMS stair chairs and electronic Patient Care Report (ePCR) tablets that will enhance patient service and safety.

Section 3. Authorizes the County Mayor or County Mayor's designee to apply for, receive, and expend additional funding if such funding becomes available from FDH through the EMS Matching Grant Program for the purposes described in section 2, provided that no County cash match in excess of \$7,037.76 is authorized unless separately approved by this Board.

Section 4. Authorizes the County Mayor or County Mayor's designee to execute all necessary agreements and documents to effectuate the purposes described in section 2, as well as exercise the provisions contained in EMS Matching Grant Contracts following review and approval of such agreements and documents for form and legal sufficiency by the County Attorney's Office.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	
Kionne L. McGhee, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

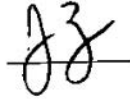
The Chairperson thereupon declared this resolution duly passed and adopted this 21st day of July, 2026. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Javier Zapata