

FIRE RESCUE CONSULTING AGREEMENT

THIS AGREEMENT is made by and between the TOWN of Highland Beach (hereinafter referred to as "TOWN") and **GC JOSEPH & ASSOCIATES, LLC** (hereinafter referred to as "Consultant"). TOWN and Consultant shall be referred to herein collectively as "the Parties."

WHEREAS, Consultant has a distinct field of expertise in the area of local government Fire Rescue and Emergency Medical Services (EMS);

WHEREAS, the TOWN seeks to obtain the services and expertise of Consultant on a defined basis to assist the TOWN in establishment of a Fire Rescue/EMS Department, and other related matters as requested by the TOWN;

WHEREAS, the services and expertise to be provided by Consultant relate to a distinctive field of expertise concerning the TOWN;

WHEREAS, Consultant represents that he shall perform any and all services contemplated in this agreement and that he is capable and prepared to provide such services;

NOW, THEREFORE, in consideration of the promises contained herein, the Parties agree and acknowledge as follows:

1. Effective Date and Term. The effective date of this Agreement shall be _____, 2021. Consultant's services under this Agreement are "at-will," such that they may be terminated with or without cause upon fifteen (15) days' written notice by either party. No verbal or written statement by any individual may alter the "at-will" nature of this Agreement, except for a written agreement with a definite term, designated as such, and signed by TOWN.

2. Services and Independent Contractor Status. Consultant shall assist, and report to, the Town Manager of the TOWN in providing services relating to Fire Rescue and EMS and other services to the TOWN. Included in these services as listed in **EXHIBIT A** and any other services requested by the Town Manager of the TOWN (collectively, "Services"). Consultant undertakes performance of the Services as an independent contractor and shall be responsible for the methods and manner of performance of such Services. Consultant understands and agrees that Consultant is an independent contractor and not an employee of the TOWN. The TOWN will not provide fringe benefits, including health insurance benefits, paid vacation, or other benefit typical in an employment relationship.

3. Standard of Care. In performing the Services under this Agreement, Consultant shall exercise the same degree of care, skill, and diligence as is ordinarily provided by comparable professionals under similar circumstances, and Consultant shall, at the TOWN's request and at no additional cost to the TOWN, re-perform Services which fail to satisfy the foregoing standard of care. Consultant warrants that all Services performed under this Agreement shall be performed solely by him.

4. Compensation. As compensation for performing the Services under this Agreement, the TOWN agrees to pay Consultant an annual/hourly fee in the amount of **\$150.00 DOLLARS PER HOUR**. This fee shall be divided and paid monthly 15 days after the TOWN receives the monthly

progress report and invoice due the first of each month after services are rendered for the previous month.

Nothing herein guarantees a minimum amount of compensation Consultant will receive for Services performed under this Agreement.

5. Payment. Consultant shall submit a detailed invoice on a monthly basis, for any month during which Services are performed under this Agreement, to the attention of the Town Manager of the TOWN. Accordingly, invoices submitted shall cover the prior month's work. Each invoice shall specify the Services performed and the time expended by Consultant in 1/10 (.1) of an hour increments. Additionally, each invoice shall indicate Consultant's tax ID number.

Subject to approval in accordance with the TOWN's standard policies, policies, and procedures, the TOWN shall remit payment for each invoice as described above, but no later than fifteen (15) days after receiving the invoice. However, in no event shall payment be made prior to receipt of an invoice detailing the Services performed. In the event no Services are performed by Consultant during any particular month, Consultant is not required to send an invoice and the TOWN shall not be responsible for any payment. The TOWN shall not reimburse Consultant for any business expenses including, but not limited to, travel, mileage, hotel, office supplies or equipment, or other costs of doing business relating to the Services contemplated herein.

6. Insurance. The Consultant shall, at their own expense, procure and maintain throughout the term of the Contract Documents, with insurers licensed in the State of Florida, the types and amounts of insurance conforming to the minimum requirements satisfactory to the Town. The Consultant shall not commence work until the required insurance is in force and evidence of insurance has been provided to the TOWN. An appropriate Certification of Insurance shall be satisfactory evidence of insurance. The Consultant shall provide the Town with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

The insurance provided by the Consultant shall apply on a primary basis. Any insurance, or self-insurance, maintained by the TOWN shall be excess of, and shall not contribute with, the insurance provided by the Consultant. Compliance with these insurance requirements shall not limit the liability of the Consultant. Any remedy provided to the TOWN by the insurance provided by the TOWN shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Consultant) available to the TOWN under the Contract Documents or otherwise. The Consultant's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the TOWN may immediately terminate or suspend the Contract Documents and/or may use the services of another consultant without incurring any liability to the Consultant.

7. Taxes. Consultant shall be solely responsible for any and all taxes and withholdings required by federal, state, or local law, applicable to compensation paid to Consultant under the terms of this Agreement. Consultant hereby agrees to indemnify and hold the TOWN harmless from any claims,

losses, costs, penalties, fees, liabilities, damages, or injuries suffered by the TOWN arising out of Consultant's failure with respect to his obligations in this paragraph.

8. Availability of Funds. The obligations of the TOWN under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by TOWN.

9. Confidentiality; Return of Information; Records Compliance. No reports, information, computer programs, documentation, and/or data given to or prepared or assembled by Consultant under this Agreement shall be made available to any individual or organization by Consultant without prior written approval of the TOWN. The Parties however, recognize and acknowledge that this Agreement is subject to Florida's Public Records Law, Florida Statute §§ 119.01, *et. seq.*, including the provisions of Florida Statute § 119.0701(2)(a)-(d), as amended from time to time.

Consultant shall take all reasonably prudent and appropriate steps to safeguard the TOWN's information (in both hard copy and electronic form).

10. Public Records. Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the TOWN as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (1) Keep and maintain public records required by the TOWN to perform the service.
- (2) Upon request from the TOWN's custodian of public records or designee, provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Auditor does not transfer the records to the TOWN.
- (4) Upon completion of this Agreement, transfer, at no cost, to the TOWN all public records in possession of Consultant or keep and maintain public records required by the Town to perform the service. If Consultant transfer all public records to the TOWN upon completion of the Contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keep and maintain public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TOWN, upon request from the TOWN's custodian of public records or designee, in a format that is compatible with the information technology systems of the TOWN.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT: ATTENTION LANELDA GASKINS, TOWN CLERK, lgaskins@highlandbeach.us, 561-278-4548.

11. Conflicts of Interest. Consultant represents that he will not provide any services to any other person or entity which will either directly or indirectly conflict in any manner with the performance of the Services under this Agreement. Consultant further agrees that he shall promptly notify the TOWN in writing of all potential or actual conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence Consultant's judgment or the quality of the Services performed under this Agreement. The notice shall identify the prospective business association, interest, or circumstance and the nature of work that Consultant wishes to undertake and request the TOWN's response as to whether the association, interest, or circumstance would, in the opinion of the TOWN, constitute a conflict of interest if entered into by Consultant. The TOWN agrees to notify Consultant of its opinion within thirty (30) days of receipt of notification by Consultant. If, in the opinion of the TOWN, the prospective business association, interest, or circumstance would not constitute a conflict of interest by Consultant, the TOWN shall so state in its response.

12. Recitals. The Recitals set forth above are hereby incorporated in and made a part of this Agreement by this reference.

13. Applicable Law, Venue, and Waiver of Jury Trial. The terms and enforcement of this Agreement are governed by the laws of the State of Florida. The Parties expressly agree that any dispute arising from or related to this Agreement shall be heard by a state or federal court of competent jurisdiction in the State of Florida with venue in Palm Beach County, Florida and that they will submit to and not challenge the jurisdiction of such court. THE PARTIES IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

14. Severability. If any provision, or any portion thereof, contained in this Agreement is held invalid or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

15. No Waiver. A waiver by either the TOWN or Consultant of any breach of this Agreement shall not be binding upon the waiving Party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving Party's rights with respect to any other or further breach. The making or acceptance of a payment by either Party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

16. Modification. This Agreement may not be amended or modified by any oral or written agreement, except by a document designated as an amendment or modification and signed by both Consultant and the TOWN, with approval by the TOWN.

17. Entire Agreement. The language of this Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings, discussions, or negotiations between the Parties.

18. No Assignment. Consultant agrees that it will not assign, sell, transfer, delegate or otherwise dispose of any rights or obligations under this Agreement without the prior written consent of the TOWN. Any purported assignment, transfer, or delegation shall be null and void.

19. Indemnification, Waiver and Limitation of Liability. Consultant agrees to indemnify, defend and hold the TOWN, its Commission Members, officers, employees, agents and representatives harmless from and against any and all liability on account of any injuries, damages, omissions, commissions, actions, causes of action, claims, suits, judgments and damages accruing, including court costs and attorney's fees at all levels of trial and appeal, as a result of any negligence on the part of Consultant or any officer, director, employee, agent, independent contractor, subcontractor or representative of Consultant which arises out of (directly or indirectly) or is related to the services provided under the Contract Documents. Nothing contained in this provision or in any of the Contract Documents shall be construed or interpreted as consent by the TOWN to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

Neither party shall be liable to the other for any special, incidental or consequential damages of any kind whether or not caused by the other party's negligence even if the parties have been advised of the possibility of such damages.

20. Access and Audits. The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Services for at least three (3) years after completion of the Contract Documents. The TOWN shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours and upon reasonable prior notice, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

21. Public Entity Crimes. As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract Documents, Consultant certify that they, their affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

22. Palm Beach County IG. In accordance with Palm Beach County ordinance number 2011-009, this Addendum and the Contract Documents may be subject to investigation and/or audit by the Palm Beach County Inspector General. Consultant should review Palm Beach County ordinance number 2011-009 in order to be aware of their rights and/or obligations under such ordinance and as applicable.

23. Scrutinized Companies. Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the TOWN may immediately terminate this Agreement at its sole option if the Consultant or any of its subcontractors are found to have submitted a false certification; or if the Consultant or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. The Consultant agrees that the certifications in this section shall be effective and relied upon by the TOWN for the term of this Agreement, including any and all renewals. The Consultant agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Consultant shall immediately notify the TOWN of the same. As

provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

24. Successors and Assigns. The TOWN and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of the Contract Documents. Except as set forth above, neither the TOWN nor the Consultant shall assign, sublet, convey or transfer its interest in the Contract Documents without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the TOWN which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the TOWN and the Consultant.

25. E-Verify. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Consultant shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
3. Maintain copies of all subcontractor affidavits for the duration of this Agreement;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
6. Be aware that if the TOWN terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Consultant may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the Agreement.

26. Counterparts. This Agreement may be executed in any number of counterparts (including by facsimile or other electronic transmission), each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Further, this Agreement may be executed by transfer of an originally signed document by facsimile or e-mail in PDF (or similar) format, each of which will be as fully binding as an original document.

27. Notices. All notices required to be given under the terms of this Agreement or which either of the Parties desires to give hereunder shall be in writing and personally delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

CONSULTANT

ATTN: GC Joseph & Associates LLC

[Address] _____

[City] _____, [State] _____ [Zip Code] _____

[Phone] _____

TOWN of Highland Beach, Florida

ATTN: Town Manager, Marshall Labadie

3614 S. Ocean Boulevard

Highland Beach, Florida 33487

561-278-4548

Any Party may designate a change of address at any time by giving written notice thereof to the other Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be approved and executed, as follows:

TOWN OF HIGHLAND BEACH

By: _____
Douglas Hillman, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Lanelda Gaskins, MMC, Town Clerk

BY: _____
Glen J. Torcivia, Town Attorney

CONSULTANT:

GLENN JOSEPH

GC Joseph & Associates LLC

By: _____

Print Name: _____

Print Title: _____

[CORPORATE SEAL, IF REQUIRED]

EXHIBIT A: SCOPE OF SERVICES

Deliverables/Task Lists

- Design a department based on a service needs evaluation.
- Evaluate the opportunities to establish outside aid/mutual aid compacts.
- Develop a Comprehensive Emergency Management Plan to interface with other town departments.
- Develop a written Highland Beach Fire Rescue implementation plan with timelines and key benchmarks to ensure a successful and on-time delivery of service.
- Lead the Fire Department project team.
- Facilitate the development and adoption of a fire prevention ordinance.
- Develop job descriptions for all department positions.
- Support the design and construction of the Fire Station expansion.
- Identify the specifications for all department equipment, including apparatus, tools and equipment, and station equipment.

Task list shall include but is not limited to:

- Assist with recruiting of a fire chief
- Apply for a National Fire Incident Reporting Number
- Apply for a Florida Incident Reporting Number
- Licenses – Advance Life Support Transport
- Medical Director’s contract
- Develop Fire/EMS standard operating procedures
- Development and implementation of administrative policies and procedures
- Development and adoption of an emergency medical services (EMS) ordinance
- Develop and implement a plan for 911 access
- Establishing maintenance and service contracts for the following:
 - Fire and EMS reporting software
 - Contract EMS billing
 - Radio maintenance
 - Large vehicle maintenance
 - Medical waste disposal
 - Fire equipment purchase
 - Medical supply purchase
 - Stretcher maintenance
 - Ladder and fire hose testing and maintenance
 - SCBA testing and maintenance
 - Annual fit testing
 - Contracts for annual medical examination and surveillance for first responders
 - Medical equipment repair and maintenance
 - Stretcher repair and maintenance
 - Firefighting protective equipment (bunker gear) cleaning, repair and maintenance
 - Uniform purchase
 - Fire station alerting repair and maintenance