

AGENDA ITEM SUMMARY

Meeting Date:	FEBRUARY 5, 2020
Agenda Category:	CONSENT BUSINESS
Agenda Item Number:	10 J
Subject:	EMERGENCY MEDICAL SERVICES GRANT AGREEMENT (PUBLIC SAFETY DEPARTMENT)

Attachments:	Cover letter; grant agreement
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Staff Contact:	City Manager Fettrow/Public Safety Director LaSata
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Background:	The Fire and Emergency Services Division of the Public Safety Department has requested grant funding from Brevard County Fire Rescue in the amount of \$1,376.99 for Feedback Manikins and Trainer AEDs. The request has been approved, and the purchase of the above-referenced items must be made within 120 days from the date of the grant award.
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Reference:	
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Suggested Action:	Approve the Emergency Medical Services Grant Agreement between the City and Brevard County Fire Rescue
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Brevard County Fire Rescue



Timothy J. Mills Fire Rescue Center
1040 S. Florida Avenue
Rockledge, Florida 32955

Phone – (321) 633-2056
Fax – (321) 637-5383

January 28, 2020

City of Rockledge
Attn: Brenda Fettrow, City Manager
1600 Huntington Lane
Rockledge FL 32955

Dear Ms. Fettrow,

You have requested funding in the total amount of \$1,376.99 on behalf of the Rockledge Fire Department to purchase Feedback Manikins and Trainer AEDs.

After the applications were reviewed, it has been decided that your request is approved. An agreement is enclosed for your agency's approval. When it is returned signed and approved you may utilize the award as specified in the grant agreement.

The approval for this funding will require that all purchases be made within 120 days from the date of the award and that proof of the purchases (invoices and copies of checks submitted for payment) be provided to Brevard County Fire Rescue within 30 days after purchase is complete, for reimbursement. If purchases cannot be made within that time period, please contact Brevard County Fire Rescue so that we may discuss an extension.

I may also designate a member of Brevard County Fire Rescue to visualize the equipment that you purchase with these funds.

If you have any questions regarding your approval, please do not hesitate to contact me. Thank you,

Mark Schollmeyer, Fire Chief
Brevard County Fire Rescue

EMS GRANT AGREEMENT

THIS AGREEMENT made and entered into this _____, day of _____, 2020, by and between the **Board of County Commissioners of Brevard County, Florida**, a political subdivision of the State of Florida located at 2725 Judge Fran Jamieson Way, Viera, Florida 32940 (hereinafter "Brevard County" or "Grantor"), and **City of Rockledge**, a business having its primary business location at 1600 Huntington Lane, Rockledge FL 32955, (hereinafter the "Grant Recipient" or "Grantee").

RECITALS

WHEREAS, the State of Florida Department of Health has awarded Brevard County funding through the Emergency Medical Services (EMS) Trust Fund, which is authorized under 401.113(2)(a), Florida Statutes and allows for the levy of traffic violation surcharges for the purpose of funding improvements and expansion of pre-hospital Emergency Medical Services (EMS), and

WHEREAS, Brevard County desires to provide funds to EMS providers within the County for these purposes, and

WHEREAS, the Grant Recipient has submitted a successful application through the local grant award process, and

WHEREAS, the provision of such services shall mutually benefit the parties hereto and the residents of Brevard County, Florida.

NOW THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. **GRANT AWARD:** Brevard County shall provide to the Grant Recipient a grant fund distribution for the improvement and expansion of pre-hospital Emergency Medical Services (EMS) in the amount of \$1,376.99.
2. **FUND ACCOUNTING:** Grantee shall deposit all Emergency Medical Services (EMS) grant funds distributed hereunder in an account maintained by Grantee, and assigned a unique accounting code designator for all grant deposits and disbursements or expenditures thereof. All EMS grant funds in the account maintained by Grantee shall be accounted for separately from all other Grantee funds. The Grant Recipient shall document all interest earned on any required reports.
3. **USE OF GRANT FUNDS:** All Emergency Medical Services (EMS) grant funds shall be used within one hundred twenty (120) days of receipt solely for activities as outlined in Attachment "A" (Itemized Budget), attached and incorporated by this reference. No expenditures are allowable as grant costs unless they are clearly specified as a line item in the approved Itemized Budget (Attachment "A"), including change requests approved in writing by Brevard County, or are clearly included under an existing line item. The Grant Recipient is not restricted to staying within the line item amounts within the approved grant budget. However, the Grant Recipient

must adhere to the approved total grant budget. Any expenditures beyond this budget are the full responsibility of the Grant Recipient.

4. **SUPLANTING FUNDS:** Grantee acknowledges and agrees that the Emergency Medical Services (EMS) grant funds distributed hereunder shall be used to improve and expand pre-hospital EMS and that the funds will not be used to supplant the Grantee's existing EMS budget allocations, if any. The applicant cannot propose to use grant funds to supplant or replace any other funding source. Funds may not be used to fulfill the matching requirement on another grant program.
5. **PROCUREMENT PROCEDURES.** Grantee agrees to utilize the procurement procedures already established by Grantee when purchasing eligible budgeted materials or services under this Grant. If no formal procedures exist for the Grantee, the following procedures should be utilized (if applicable):
 - (a) If the purchase amount is less than \$750, no formal purchase procedures are required;
 - (b) If the purchase amount is \$750 or more, Grantee shall solicit formal written bids from a minimum of three vendors;
 - (c) Grantee shall maintain sufficient records to detail the significant history of procurement. These records shall include, but are not limited to: rationale for the method of procurement, selection of vendor and basis for the solicited prices.
6. **RETURN OF UNEXPENDED FUNDS:** Any unencumbered Emergency Medical Services grant funds as of September 30, of 2020, including interest, remaining in the assigned Grantee account shall be reported to and returned to Brevard County.
7. **VEHICLES AND EQUIPMENT:** Grantee shall own all items, including vehicles and equipment purchased with the Emergency Medical Services (EMS) grant funds, unless otherwise described in the approved grant application and Itemized Budget (Attachment "A"). Grantee shall clearly document any assignment of equipment ownership and usage; and maintain these documents so they are available to Brevard County. The owner of the vehicle shall be responsible for the proper insurance, licensing and, permitting and maintenance. All equipment purchased with grant funds shall continue to be used for pre-hospital EMS or the purpose for which it was purchased throughout its useful life. When any grant-funded equipment is no longer usable, it may be sold for scrap or disposed of in the customary procedure of the Grant Recipient.
8. **TRANSFER OF PROPERTY:** If Grantee is a private organization that ceases to operate on or before November 20, 2025, and Grantee possesses any vehicles, equipment or other items funded hereunder in whole or in part and purchased to provide services for Brevard County, a municipality, or other public agency, then Grantee agrees to transfer the equipment or other items to the applicable local agency. There shall be no cost to the agency receiving the items. This provision is applicable when services cease operating due to a contract ending as well as any other reason.
9. **REPORT:** Within 120 days of Grantee's receipt of the Emergency Medical Services (EMS) grant

funds, Grantee will submit a final grant report to Brevard County. The final report shall at a minimum contain a narrative describing the activities conducted including any bid or purchasing process, an account of any interest earned on grant funds, and a copy of all invoices and canceled checks relating to the purchase of any equipment and supplies. If the activity funded was for training, Grantee shall list all individuals receiving the training along with the dates, times and location of the training. If the grant was for training purchased individually by staff, then Grantee shall submit a copy of all invoices and payment documents for the training. Grantee agrees that Brevard County may conduct an on-site inspection and verification of all equipment purchased under this agreement.

10. **COMMUNICATIONS EQUIPMENT:** The Grantee shall have all communications activities, services, and equipment approved in writing by the State of Florida Department of Management Services, Information Technology Program (ITP). The approval must be dated after the beginning date of the grant. Any commitment to purchase the requested equipment and service shall also be dated after the beginning date of the grant.
11. **CREDIT STATEMENT:** Grantee agrees that where activities supported by this grant produce original writing, sound recording, pictorial reproductions, drawings or other graphic representations and works of any other nature, notices, informational pamphlets, press releases, advertisements, descriptions of the sponsorship of the program, research reports, and similar public notices prepared and released by the provider shall include the statement:

"Sponsored by [Your Organization's Name], the Brevard County Board of County Commissioners, and the State of Florida, Department of Health, Bureau of Emergency Medical Services."

If the sponsorship reference is in written or other visual material, the words, "Brevard County Board of County Commissioners, and the State of Florida, Department of Health, Bureau of Emergency Medical Services" shall appear in the same size letter or type as the name of the Grant Recipient's organization.

One complimentary copy of all such materials shall be sent to Brevard County within one week of their reproduction and delivery to Grantee. If the proper credit statement is not included, or if a copy of each item produced is not provided to Brevard County within one week, Brevard County shall disallow the cost for any such materials.

Where activities supported by this grant produce writing, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature, Brevard County and the State of Florida Department of Health Bureau of Emergency Medical Services, and others acting on their behalf, have the right to use, duplicate and disclose such materials in whole or in part, in any manner or purpose whatsoever. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim, or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State, for the exclusive use and benefits of the state. Pursuant to section 286.021, Florida Statute, no person, firm or corporation, including

parties to this grant, shall be entitled to use the copyright, patent or trademark without the prior written consent of the Department of State.

12. **FINANCIAL AND COMPLIANCE AUDIT REQUIREMENTS:** This is applicable if the Grantee is any local government entity, nonprofit organization, or for-profit organization. An audit, performed in accordance with section 215.97, Florida Statutes by the Auditor General shall satisfy this requirement.
13. **STATE FUNDED NONPROFIT ORGANIZATION:** This part is applicable if the Grant Recipient is a nonprofit organization that expends a total of \$100,000 or more in funds from the Florida Department of Health, Bureau of Emergency Services during its fiscal year, which was not paid from a rate contract based on a set state or area-wide fixed rate for service, and of which less than \$300,000 is federally funded. The determination of when a Grant Recipient has "expended" funds is based on when the activity related to the award occurs.

The Grant Recipient agrees to have an annual financial audit performed by independent auditors in accordance with the current Government Auditing Standards issued by the Comptroller General of the United States. Such audits shall cover the entire organization for the organization's fiscal year. The scope of the audit performed shall cover the financial statements and include reports on internal control and compliance. The reporting package shall include a schedule that discloses the amount of expenditures and/or receipts by grant number for this grant and each grant with the Florida Department of Health, Bureau of Emergency Services in effect during the audit period. Compliance findings related to grants with the Florida Department of Health, Bureau of Emergency Services shall be based on the grant requirements, including any rules, regulations, or statutes referenced in the grant. The financial statements shall disclose whether or not the matching requirement was met for each applicable grant. All questioned costs and liabilities due to the Florida Department of Health, Bureau of Emergency Services shall be fully disclosed in the audit report with reference to the department grant involved. If the Grant Recipient receives funds from a grants and aids appropriation, the Grant Recipient shall have an audit, or submit an attestation statement, in accordance with Section 215.97, F. S. The audit report shall include a schedule of financial assistance, which discloses each state grant by number and indicates which grants are funded from state grants and aids appropriations. The Grant Recipient has "received" funds when it has obtained cash from the department or when it has incurred reimbursable expenses. Grantee agrees to submit the required reports.

14. **SUBMISSION OF AUDIT REPORTS:** A copy of any required audit report and any management letter by the independent auditors, or attestation statement, required by this Agreement shall be submitted to Brevard County within 180 days after the end of the Grant Recipient's fiscal year, unless otherwise required by Florida Statutes. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Grant Recipient shall be held liable for reimbursement to Brevard County of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after Brevard County has notified the Grant Recipient of such noncompliance.

15. **RECORDS RETENTION:**

- a. In performance of this Contract, the GRANTEE shall keep books, records, and accounts of all activities related to this CONTRACT in compliance with generally accepted accounting procedures.
- b. All audit working papers, documents, papers, books, records and accounts made or received by the GRANTEE in conjunction with this Contract, and the performance of this Contract shall be open to inspection during regular business hours by an authorized representative of the COUNTY. The COUNTY or any of its duly authorized representatives reserves the right to audit the GRANTEE's records related to this Grant at any time during the term of this Grant and for a period of five (5) years after final payment is made, or five (5) years after the date of any audit report is issued.
- c. All records or documents created by or provided to the GRANTEE by the COUNTY in connection with this Contract are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes.
- d. Both Parties understand that Brevard County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes. The GRANTEE agrees and understands that Florida has broad public records disclosure laws, and that any written communication with the GRANTEE, to include emails, email addresses, a copy of this contract, and any supporting documentation are subject to public disclosure upon request, unless otherwise exempt or confidential under Florida Statute.
- e. "Public Records" are defined "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency." (section 119.011(12), Florida Statutes).
- f. Pursuant to Florida Statute Chapter 119, generally, and 119.0701 specifically, if records created by the COUNTY or the GRANTEE related to the performance of the services under this Grant do not fall under a specific exemption under Florida or federal law, the records - whether created or maintained by the GRANTEE or the COUNTY- must be provided to anyone making a public records request. It will be the GRANTEE'S duty to identify any information in records created by the GRANTEE which it deems is exempt under Florida or federal law and identify the statute number which requires the information be held exempt.
- g. Pursuant to Section 119.0701, a request to inspect or copy public records relating to this GRANT must be made directly to the COUNTY. The GRANTEE shall direct individuals requesting public records to the public records custodian listed below. If the COUNTY does not possess the requested records, the COUNTY shall immediately notify the GRANTEE of the request and the GRANTEE must provide the records to the COUNTY or allow the records to be inspected or copied within twenty-four (24) hours (not including weekends and legal holidays) of the request so the

COUNTY can comply with the requirements of section 119.07, Florida Statutes. The GRANTEE may also provide a cost estimate to produce the requested documents consistent with the policy set forth in Brevard County Administrative Order AO-47, incorporated by this reference. A copy of AO-47 is available upon request from the COUNTY's public records custodian designated below.

- i. Should any person or entity make a public records request of the COUNTY which requires or would require the COUNTY to allow inspection or provide copies of records which the GRANTEE maintains are exempt under the Public Records Law or otherwise confidential, it shall be the GRANTEE'S obligation to provide the County within a reasonable time of notification by the COUNTY to the GRANTEE of the records request, of the specific exemption or confidentiality provision to allow the COUNTY to comply with the requirements of section 119.07(1)(e) and (f), Florida Statutes.
- j. Should the COUNTY face any kind of legal action to require or enforce inspection or production of any records provided by the GRANTEE to the COUNTY which the GRANTEE maintains are exempt or confidential from such inspection/production as a public record, the GRANTEE agrees to indemnify the COUNTY for all damages and expenses, including attorney's fees and costs. The GRANTEE shall hire and compensate attorney(s) who shall represent the interests of the COUNTY as well as the GRANTEE in defending such action. The GRANTEE shall also pay any costs to defend such action and shall pay any costs and attorney's fees which may be awarded pursuant to section 119.12, Florida Statutes.
- k. Should the GRANTEE fail to provide the public records to the COUNTY within a reasonable time, the GRANTEE may be subject to penalties under section 119.10, Florida Statutes, including civil liability for the reasonable cost of enforcement incurred by the party requesting the records and may be subject to criminal penalties. The GRANTEE's failure to comply with public records requests is considered a material breach of this GRANT and grounds for termination.
- l. The GRANTEE shall ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the GRANT term and following completion of the GRANT if the GRANTEE does not transfer the records to the COUNTY.
- m. Upon completion of the GRANT, the GRANTEE shall transfer, at no cost, to the COUNTY all public records in possession of the GRANTEE or keep and maintain public records required by the COUNTY to perform the service. If the GRANTEE transfers all public records to the COUNTY upon completion of the GRANT, the GRANTEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the GRANTEE keeps and maintains public records upon completion of the GRANT, the GRANTEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER

119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS GRANT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT BREVARD COUNTY FIRE/RESCUE, Ms. PAMELA BARRETT, PAMELA.BARRETT@BREVARDFL.GOV, 1040 Florida Avenue, Rockledge, Florida 32955.

INDEPENDENT AGENCY: The Grant Recipient shall perform this Agreement as an independent agency and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the Grant Recipient or any of its agents or employees to be the agent, employee or representative of Brevard County. Oversight of any Grantee Staff shall be the responsibility of the Grantee.

16. **INDEMNIFICATION:** To the extent permitted by law and subject to the limitations contained in Section 768.28, Florida Statutes, the City shall indemnify and hold harmless the County and its agents and employees from and against any and all claims, damages, losses, bodily injuries (including death), and expenses, including attorney's fees, arising out of or resulting from any services provided pursuant to this Agreement, but only to the extent such claim, damage, loss, or expense is caused in whole or in part by the negligence of the City.

In agreeing to this provision, neither Party intends to waive any defense of sovereign immunity, or limit a damage to which it may be entitled under Section 768.28, Florida Statutes, or otherwise provided by law. Nothing herein shall be construed as consent by the County or the City to be sued by third parties in any matter arising out of any contract. The Parties acknowledge that specific consideration has been exchanged for this provision.

17. **INSURANCE:** The Grant Recipient, at its own expense, shall keep in force and at all times maintain during the term of this Agreement:
- (a). **General Liability Insurance:** General Liability Insurance issued by responsible insurance companies and in a form acceptable to the County, with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage per occurrence (if applicable).
 - (b). **Automobile Liability Insurance:** Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) combined single limits for Bodily Injury and Property Damage per accident (if applicable).
 - (c). **Workers' Compensation Coverage:** Full and complete Workers' Compensation Coverage, as required by State of Florida law shall be provided (if applicable).
 - (d). **Professional Liability Insurance:** Professional liability insurance, in an amount not less than \$1,000,000 per claim, to cover its liabilities arising from activities performed under this Agreement (if applicable).
 - (e). **Insurance Certificates:** The Grant Recipient shall provide the County with Certificate(s) of

Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. Said Liability Policies shall provide that the County be an additional insured and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

18. **MODIFICATIONS TO AGREEMENT:** This Agreement, together with any Attachments, constitutes the entire contract between Brevard County and the Grant Recipient and supersedes all prior written or oral understandings. This Agreement and any Attachments may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto. The Brevard County Fire Chief shall have authority to execute modifications for awards not to exceed \$24,999.00. For any modification that exceeds \$24,999.00, the Chair of the Board of County Commissioners or County Manager shall have the authority to execute the modification. In certain circumstances, the State of Florida may need to approve the change.
19. **ASSIGNMENTS:** The Grant Recipient shall not assign any portion of this Agreement without the written permission of Brevard County. All conditions and assurances required by this Agreement are binding on Parties and their authorized successors in interest.
20. **ATTORNEY'S FEES:** In the event of any legal action to enforce the terms of this contract each party shall bear its own attorney's fees and costs.
21. **GOVERNING LAW:** This Agreement shall be governed, interpreted and construed according to the laws of the state of Florida.
22. **VENUE:** Venue for any legal action by any party to this Agreement to interpret, construe or enforce this Agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.
23. **COMPLIANCE WITH STATUTES:** It shall be the Grant Recipient's responsibility to be aware of and comply with all federal, state and local laws, and is responsible for any and all permits, fees, and licenses necessary to perform the Grant. Nothing in this Agreement shall be construed as a waiver by GRANTOR of any requirements for local permits, fees and licenses.
24. **COMPLIANCE WITH ADA OF 1990:** The Grant Recipient must comply with the American with Disabilities Act of 1990 (PL101 -336), as amended, and all state and local laws requiring physical and program accessibility to people with disabilities, and agrees to defend, hold harmless, and indemnify Brevard County from and against and any and all liability for any noncompliance on the part of the Grant Recipient.
25. **TERMINATION:** If either party fails or refuses to perform any of the provisions of this Agreement or otherwise fails to timely satisfy the contract provisions, either may notify the other party in

writing of the nonperformance and terminate the contract or such part of the contract as to which there has been delay or a failure to properly perform. Such termination is effective upon the party's receipt of the Notice of Termination. Any vehicles, equipment or property purchased with grant funding prior to the date of termination shall, at the option of Brevard County, become the property of Brevard County, and Grantee agrees to process all paperwork necessary to transfer the vehicles, equipment or property to County.

26. **UNAUTHORIZED ALIEN WORKERS:** Brevard County will not intentionally award publicly-funded contracts to any Grant Recipient who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). Brevard County shall consider the Grant Recipient's intentional employment of unauthorized aliens as grounds for immediate termination of this Agreement.
27. **FEDERAL TAX ID NUMBER:** The Grant Recipient shall provide to Brevard County its Federal Tax ID Number or, if the Grant Recipient is a sole proprietor, a Social Security Number.
28. **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Grant Recipient, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
29. **DEBARMENT AND SUSPENSION:** Brevard County will not intentionally award contracts to any Grantee that:
 - (a) Has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local Department or agency;
 - (b) Has, within a 3-year period preceding the grant proposal, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Is presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
 - (d) Has, within a 3-year period preceding this grant application, had one or more public transactions (Federal, State, or local) terminated for cause or default.

- 30. **CONSTRUCTION OF AGREEMENT:** The parties acknowledge that they fully reviewed this Agreement, its attachments and had the opportunity to consult with legal counsel of their choice, and that this Agreement shall not be construed against any party as if they were the drafter of this Agreement.
- 31. **SEVERABILITY:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- 32. **ATTACHMENTS:** In the performance of this Agreement, the Grant Recipient shall comply with Attachment "A" - Itemized Budget.
- 33. **NOTICE:** Notice under this Agreement shall be given by certified mail or hand delivery as follows: Mark Schollmeyer, Fire Chief, Brevard County Fire Rescue Department, 1040 S. Florida Avenue, Rockledge, FL 32955; and Notice shall be given to the Grant Recipient by certified mail or hand delivery as follows: City of Rockledge, 1600 Huntington Lane, Rockledge FL 32955.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals on the day and year first above written.

FOR THE COUNTY/GRANTOR:

By:  01-28-2020
Mark Schollmeyer, Brevard County Fire Chief **Date**

FOR THE GRANTEE:

By: _____
Signature **Date**

Name & Title, Typed or Printed

City of Rockledge, 1600 Huntington Lane, Rockledge FL 32955
Name and Address of Organization

Attachment "A"
Itemized Budget

Item	Budgeted Amount
4 Adult Feedback Manikins	\$1,376.99
4 Pediatric Feedback Manikins	
4 Trainer AEDs	
Total	\$1,376.99