

Consulting Agreement

This AGREEMENT is made and entered into this ____ day of _____, 2016, by and between the City of Key West, Florida, a municipal corporation of the State of Florida, whose address is P.O Box 1409, Key West, Florida 33041, hereafter referred to as the "CITY" and International Consulting and Education Partners, LLC, a Florida limited liability Company, doing business as Southeastern Medical Academy, whose address is 8900 Overseas Highway, Marathon, Florida, 33050, hereafter referred to as the "CONSULTANT". This agreement shall be effective on the date of execution of the last party to sign the AGREEMENT for the term specified in.

Article 1. Scope of Services

1.1 The CONSULTANT will perform the services in accordance with CONSULTANT'S March 4, 2016, Response to City of Key West ITB No. 015-16, which ITB and Response are attached hereto and incorporated by reference. The specific services, which the CONSULTANT agrees to furnish, are set forth herein below.

1.2 The Consultant will deliver a Paramedic Training Program in accordance with the State of Florida; Department of Education Standards.

1.3 The Paramedic Training Program will provide all required instruction and documentation to allow all students who pass the class to sit for State of Florida Paramedic (PMD) certification.

1.4 The Paramedic Training Program will begin instruction within 60 days of signing an agreement to do so, the instruction will take no longer than fourteen months barring delays caused by natural disasters as declared by the State of Florida or Monroe County.

1.5 The Paramedic Training Program will provide the class be taught on a "shift friendly" schedule for students who will be off-duty during all training. The students will not be subject to calls while in class.

1.6 The Paramedic Training Program will provide arrangements with the local hospital for all clinical education, with assistance from the KWFD staff.

1.7 The Paramedic Training Program will provide a comprehensive course of study that prepares students to sit for the State of Florida and National Registry EMT-Paramedic certification examination.

Article 2. Compensation

2.1 As consideration for providing the services enumerated in Article 1, the CITY shall pay the CONSULTANT as follows:

2.2 The price for delivering the Paramedic Training Program will be a flat fee of \$7800 per student, all inclusive, that will cover all costs including travel time and travel expenses and all other costs associated with the program to the City or the students.

2.3 Payment shall be made to Consultant in four (4) quarterly payments to be issued immediately after the first day of instruction, 90 days from the first day of instruction, 180 days from the first day of instruction and the final payment immediately after the class has been completed.

2.4 The cost of \$7800 per student will include;

1. Registration Fee
2. Tuition Fee
3. All Textbooks and Lab Books
4. Supplies
5. Uniforms (one set per student)
6. Fisdap Fee
7. ACLS Fee
8. PALS Fee
9. PHTLS Fee
10. AMLS Fee
11. VECHS Background Check Fee

Article 3. Invoicing and Payment

3.1 Quarterly invoices will be issued by CONSULTANT for all payments under this AGREEMENT, as prescribed in Article 2. Invoices are to be submitted and paid in accordance with the Florida Prompt Payment Act.

Article 4. Obligations of the Consultant

4.1 To the fullest extent permitted by law, the Consultant expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, caused in whole or in part by any act, omission, or default by Consultant or its subcontractors, material men, or agents of any tier or their employees, arising out of this agreement or its performance, including any such damages caused in whole or in part by any act, omission or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the

willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Consultant or its subcontractors, material men or agents of any tier or their respective employees.

4.2 Indemnification by VENDOR for Professional Acts.

Consultant hereby agrees to indemnify the City of Key West and each of its parent and subsidiary companies and the directors, officers and employees of each of them (collectively, the "indemnitees"), and hold each of the indemnitees harmless, against all losses, liabilities, penalties (civil or criminal), fines and expenses (including reasonable attorneys' fees and expenses) (collectively, "Claims") to the extent resulting from the performance of Consultant's negligent acts, errors or omissions, or intentional acts in the performance of Consultant's services, or any of their respective affiliates, under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of the City of Key West and Consultant, they shall be borne by each party in proportion to its negligence.

4.3 The indemnification obligations under this Agreement shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Consultant under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the Consultant or of any third party to whom Consultant may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of work.

INSURANCE

4.4 Consultant is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for Workers' Compensation, Public Liability, and Property Damage Liability Insurance and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the Consultant shall provide the minimum limits of liability insurance coverages as follows:

Auto Liability	\$1,000,000	Combined Single Limit
General Liability	\$2,000,000	Aggregate (Per Project)
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
	\$ 300,000	Fire Damage/Legal
Professional Medical Liability (if required)	\$1,000,000	Per Claim/Aggregate
Educator's Liability (if required)	\$1,000,000	Per Claim/Aggregate
Additional Umbrella Liability	\$_,000,000	Occurrence/Aggregate

4.5 Consultant shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as "Additional Insured" on all policies –Excepting Professional Liability, on **PRIMARY** and **NON CONTRIBUTORY** basis utilizing an ISO standard endorsement at **least as broad as CG 2010 (11/85) or its Equivalent, (combination OF CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations is acceptable)** including a "Waiver of Subrogation" clause in favor of City of Key West on all policies. VENDOR will maintain the Professional Liability, General Liability and Umbrella Liability insurance coverages summarized above with coverage continuing in full force (including the aforementioned "additional insured" endorsement) until at least 3 years beyond completion and delivery of the work contracted herein.

4.6 Notwithstanding any other provision of the Contract, the Consultant shall maintain complete Workers' Compensation coverage for each and every employee, principal, officer, representative, or agent of the Consultant who is performing any labor, services, or material under the Contract. Further, Consultant shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	\$1,000,000
Bodily Injury by Disease Each Employee	\$1,000,000
Bodily Injury by Disease Policy Limit	\$1,000,000

4.7 Consultant shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

4.8 Consultant insurance policies shall be endorsed to give 30 days' written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

4.9 Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation.

4.10 Consultant will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. Consultant will notify City of Key West immediately by telephone at (305) 809-3811 of any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the Consultant.

4.11 The CONSULTANT will be required to obtain a local required license prior to performing any work for the CITY. This license will be a Business Tax Receipt at a cost not to exceed \$103.00.

Article 5. Obligations of the City

5.1 The City will provide the "ride time" opportunities for the students as the 3rd rider on a KWFD ALS unit. The student will not be paid while riding as the 3rd ALS unit EMS provider.

5.2 The City will sponsor at least 14 City employee students, but may provide more depending on cost and budget limitations.

5.3 The City will provide the location for instruction at one of the classrooms located within the fire stations. Any limited amount of instruction done off-site will require approval by the City.

Article 6. General Legal Provisions

6.1 Agreement Period

The duration of the Agreement shall be 14 months commencing from the effective date of this Agreement, or until completion of the program.

6.2 Force Majeure

A. The CONSULTANT is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the CONSULTANT.

6.3 Termination

This agreement may be terminated at any time, with or without cause, by the CITY upon thirty (30) days written notice to CONSULTANT. No further work will be performed by CONSULTANT upon receipt of this notice unless specifically authorized by the General Services Department Director of the City of Key West.

On termination, the CONSULTANT will be paid for all authorized services performed up to the termination date plus, if terminated for the convenience of the CITY, reasonable expenses incurred during the close-out of the AGREEMENT. The CITY will not pay for anticipatory profits. CONSULTANT may terminate this Agreement for cause. Termination for cause shall be by written "Termination Notice" from CONSULTANT and delivered to CITY. CITY shall have thirty (30) days from receipt of the Termination Notice within which to cure the alleged default, or if the cure requires a period of time in excess of thirty (30) days the cure period shall be extended by mutual agreement so long as CITY has undertaken such reasonably diligent efforts to cure such default.

6.4 Suspension, Delay, or Interruption of Work

The CITY may suspend, delay, or interrupt the services of the CONSULTANT for the convenience of the CITY. In the event of such suspension, delay, or interruption, or any other act or neglect of CITY or CITY's subcontractors, CITY will pay CONSULTANT for work performed to date. An equitable adjustment in the PROJECT'S schedule and CONSULTANT's compensation will be made as agreed to by both parties.

In the event delays to the project are encountered for any reason, the parties agree to undertake reasonable steps to mitigate the effect of such delays.

6.5 Third Party Beneficiaries

This Agreement gives no rights or benefits to anyone other than the CITY and CONSULTANT and has no third party beneficiaries. CONSULTANT's services are defined solely by this proposed scope of services, and not by any other contract or agreement that may be associated with the Project. All work products will be prepared for the exclusive use of CITY for specific application as described in

the proposed scope of services. No warranty, expressed or implied, is made. There are no beneficiaries of the work products other than CITY, and no other person or entity is entitled to rely upon the work products without the written consent of CONSULTANT. Any unauthorized assignment of related work product shall be void and unenforceable.

6.6 Limitation of Liability

CONSULTANT's services shall be governed by the negligence standard for professional services, measured as of the time those services are performed.

This Provision takes precedence over any conflicting Provision of this Agreement or any document incorporated into it or referenced by it.

This limitation of liability will apply whether CONSULTANT'S liability arises under breach of contract or warranty; tort; including negligence; strict liability; statutory liability; or any other cause of action, and shall include CONSULTANT's officers, affiliated corporations, employees, and subcontractors.

6.7 Assignment

Consultant shall not assign all or any part of this Agreement without the prior consent of the CITY by Resolution of the Key West City Commission.

6.8 Jurisdiction

The law of the state of Florida and Monroe County will govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it.

6.9 Severability and Survival

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will affect any other provision, and this AGREEMENT will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLES 4, 5, and 6 will survive termination of this AGREEMENT for any cause.

6.10 Dispute Resolution

The parties will use their best efforts to resolve amicably any dispute, including the use of alternative dispute resolution options.

Unless otherwise agreed in writing, the CONSULTANT shall continue the Work and maintain the approved schedules during any arbitration proceedings. If the CONSULTANT continues to perform, CITY shall continue to make payments in accordance with this Agreement.

6.11 Attorney's Fees

In the event of litigation affecting the rights of either party under this Agreement, the losing party shall pay the prevailing party's costs, expenses, and Attorney's Fees incurred in the enforcement of the prevailing party's rights hereunder, including those pertaining to appeals.

Article 7. Schedules, and Signatures

7.1 This AGREEMENT, including its Schedules, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties.

IN WITNESS WHEREOF, the parties execute below:

CITY OF KEY WEST, FLORIDA

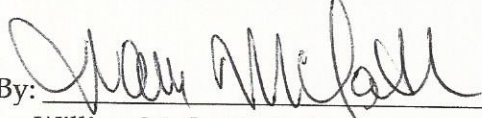
By: _____
James Scholl, City Manager

ATTEST:

Cheryl Smith, City Clerk

Dated this _____ day of _____, 2016

INTERNATIONAL CONSULTING
AND EDUCATION PARTNERS, LLC

By: 
William McGrath, its Managing
Member

Dated this 18 day of March, 2016