

MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN  
MIAMI-DADE COUNTY  
AND  
TOWN OF MIAMI LAKES

This Memorandum of Understanding for Program Participation (MOU) is made and entered this day 30 of MAY, 2013 by and between Miami-Dade County, Florida, a political subdivision of the State of Florida, through Miami-Dade County Fire Rescue (hereinafter referred to as the "County") and Town of Miami Lakes (hereinafter referred to as the "Entity") a participant in the County's Public Access Defibrillation Program (hereinafter referred to as the "Program").

WITNESSETH

WHEREAS the County received grants funds from the U.S. Department of Health and Human Services for Public Access Defibrillation Program (PADD)

WHEREAS the County desires to provide the Entity with a number of Automatic External Defibrillators (AED) as part of this program

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Placement of AEDs

The Entity, agrees to the placement of 2 Automatic External Defibrillators (AEDs) at the following premises which the Entity represents and warrants that it is the owner, operator or manager of:

**Miami Lakes Town Hall – 6601 Main Street, Miami Lakes, Florida  
33014**

The Entity agrees, throughout the course of this Agreement, to maintain each AED in user-ready condition at a location known to its employees. The Entity shall ensure that each AED is prominently identified by the universal AED signs and placed in an easily accessible storage cabinet with appropriate accessories.

2. Maintenance of AED and Inventory Control

The Entity will assume full and complete responsibility of the upkeep and maintenance of any and all AEDs associated with this Agreement as well inventory controls. The Entity agrees to maintain each AED in accordance to its manufacturer's requirements. The Entity further agrees to purchase a maintenance contract as recommended by the manufacturer for the number of defibrillator units stated on this MOU.

3. Training

The Entity assumes full responsibility for all training aspects of the AED program. At all times the Entity shall maintain trained employees in the premises for the AEDs received.

4. **County, State and Federal Grant Inspections and Grant audits**

The Entity agrees to make available for inspection by authorities having jurisdiction the PADD Inventory log, AEDs, and the locations where the AEDs are located, as well as the disposition of any and all AEDs associated with this Agreement. Expressly included within the authorities having jurisdiction, without limitation, shall be the County, the State and the federal government, including the Department of Health and Human Services Inspector General. Further, the Entity expressly acknowledges that the AEDs were purchased with Grant funds from the Department of Health and Human Services, (hereinafter referred to as the "Grantor") and agrees to cooperate with, and furnish any and all documentation required in connection with any audit, investigation or other inquiry of the Grantor or the County as the Grantee, related to the use of Program funds.

5. **Indemnification/Liability**

The Entity shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's 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 of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the Entity or its employees, agents, servants, partners, principals or subcontractors or the use of the AEDs located in the premises by any person, including but not limited to any alleging willful or minimal misconduct, gross negligence, reckless disregard or misconduct, or a conscious, flagrant indifference to the rights or safety of any person harmed. The Entity shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon.

To the extent the law may impose reciprocal indemnification obligations, it is expressly agreed and understood that the County's obligations shall in any event be limited to the statutory monetary limitations set forth in Section 768.28 of the Florida Statutes and nothing in this Agreement shall be understood as a waiver of those limitations.

6. **Term**

This Agreement shall commence upon the date of execution by both parties and shall terminate in accordance with its provision.

7. **Miscellaneous**

- A. This Agreement shall be governed by the laws of the State of Florida. Venue for any action shall be in Miami-Dade, Florida.
- B. This Agreement is not intended nor shall it be deemed or construed to create rights in any third parties or other persons other than the parties hereto.
- C. Except as expressly provided for herein, no modification, amendment, or alteration in terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties.


- D. This document incorporate and include all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
- E. As a result of this Agreement, the Entity will be solely responsible for compliance with all requirements, restrictions, and obligations associated with it being a recipient of this Grant from the U.S. Department of Health and Human Services.
- F. This Agreement shall not be transferred or assigned, in whole or in part, by either party without the prior written consent of the other party.
- G. The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- H. The parties shall comply with all federal, state, and local statutes, laws, ordinances, rules, regulations and lawful orders of any governmental entity or public authority which may be applicable to this Agreement and in performing activities related to this Agreement.
- I. The parties shall comply with requirements of the Health Insurance Portability and Accountability Act of 1996.
- J. The parties are independent contractors under this Agreement. Neither County nor the Entity, nor their respective agents shall act as officers, employees, or agents of the other party. This Agreement shall not constitute or make the parties a partnership or joint venture.
- K. Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- L. Notice shall be deemed given, under this Agreement, when sent by the United States Mail to the respective party at the following addresses or such addresses as may be provided from time to time in accordance with the procedures set forth herein:


Entity:           **Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014**


County:           **Miami-Dade County Fire Rescue  
9300 N.W. 41<sup>st</sup> Street  
Doral, Florida 33178-2414**

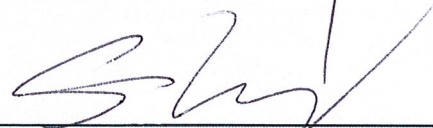
- M. This Agreement shall remain in effect as long as the Entity is in possession of the AEDs pursuant to this Agreement.
- N. Any amendments and/or modifications to or extensions of this Agreement must be in writing and executed by the parties.
8. **Attachments** This Agreement has the following attachment:  
**Attachment A** – Equipment List with Serial Numbers

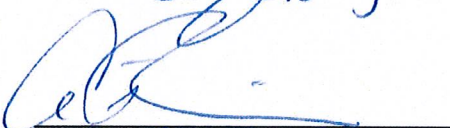
IN WITNESS OF WHICH THE PARTIES have executed this Agreement below:


  
\_\_\_\_\_  
Town of Miami Lakes  
Jaren Gonzalez Barrero

  
\_\_\_\_\_  
Miami-Dade County

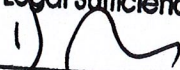
  
\_\_\_\_\_  
Witness Barbara Garbora

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness Amber Riviere

  
\_\_\_\_\_  
Witness

Approved as to form  
and Legal Sufficiency

  
\_\_\_\_\_  
Assistant County Attorney

7/1/13  
\_\_\_\_\_  
Date

# ATTACHMENT A

AED Model	Serial Number	Dade County ID	Funded By	Facility
P.A.D Program-Town of Miami Lakes				
LP-CR Plus	34890377	673999	Department of Health and Human Services	Town of Miami Lakes
LP-CR Plus	34890381	674001	Department of Health and Human Services	Town of Miami Lakes