

**COLLABORATION AGREEMENT BETWEEN  
CITY OF JACKSONVILLE FIRE RESCUE DEPARTMENT  
and  
SHANDS JACKSONVILLE MEDICAL CENTER, INC.  
REGARDING MOBILE STROKE TREATMENT UNIT SERVICES**

THIS COLLABORATION AGREEMENT is made and entered into \_\_\_\_\_, 2025 by and between the City of Jacksonville, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida (the "City"), and Shands Jacksonville Medical Center, Inc. d/b/a UF Health Jacksonville, a not for profit corporation organized under the laws of the State of Florida ("UF Health Jacksonville"). Collectively hereinafter, the City and UF Health Jacksonville are referred to as the "Parties".

**WHEREAS**, UF Health Shands Hospital is a recipient of grant funds from the State of Florida and, in conjunction with UF Health Jacksonville, is launching the second Mobile Stroke Treatment Unit ("MSTU") program in the State of Florida in Duval County, the purpose of which is to benefit the community and more rapidly diagnose and initiate treatment for patients suffering from a stroke by initiating care in the field prior to a patient's arrival at one of three Comprehensive Stroke Centers in Duval County; and

**WHEREAS**, as set forth in state grant documents, the grant funds are intended to cover certain capital and operating expenses associated with the MSTU program, including the cost of a specialized vehicle, equipment, supplies, and emergency medical services ("EMS") staffing to provide advanced life support ("ALS") and ambulance transport services; and

**WHEREAS**, the City, through the Jacksonville Fire and Rescue Department ("JFRD"), currently provides high-quality first-responder ALS and basic life support and transport services throughout Duval County, and JFRD is the only provider of pre-hospital transportation services in Duval County pursuant to its certificate of public convenience and necessity ("COPCN"); and

**WHEREAS**, in furtherance of the MSTU program's mission to provide high-quality care and improve outcomes for stroke patients in the community, the Parties wish to closely collaborate and leverage UF Health Jacksonville's expertise in providing high-quality stroke care and JFRD's expertise in providing high-quality ALS care and transport services.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

**Section 1. Objectives of the Mobile Stroke Unit Collaboration**

The objectives of this collaboration are to improve patient care and clinical outcomes through rapid assessment, identification, and treatment of suspected stroke patients in pre-hospital settings; expedite specialized treatment for potential stroke patients; reduce communication obstacles; and improve real-time activity documentation and data tracking. These objectives will be accomplished, in part, by a collaboration of the Parties which will promulgate protocols concerning the implementation of the MSTU, the clinical and operational protocols of the MSTU, data collection, sharing and research concerning stroke patients, all pursuant to and, in accordance with, the terms and conditions set forth herein.

**Section 2. Operation of the MSTU in Conjunction with the City EMS System**

The MSTU shall operate in the City of Jacksonville area as a specialized treatment and transport apparatus, capable of providing rapid diagnosis of a stroke through advanced imaging, interpretation by a neurologist, and initiating stroke treatment in the pre-hospital setting prior to and during transport to a Comprehensive Stroke Center. The MSTU shall (i) operate as a resource to existing JFRD first-responder and transport services, (ii) operate under JFRD's certificate of public convenience and necessity ("COPCN") for ground transportation and as a part of JFRD's fleet as an ALS ambulance licensed by the Department of Health, and (iii) utilize eligible JFRD amenities. It is envisioned that in accordance with protocols to be developed between the Parties, both an appropriate EMS unit and the MSTU will be dispatched to a suspected stroke call. If the patient is identified as a non-stroke patient, JFRD medical direction will be followed and care will be provided by JFRD staff. If the patient is identified as a stroke patient, UF Health Jacksonville will assume medical control and care will be provided by UF Health Jacksonville staff and JFRD staff, as appropriate. The Parties have mutually developed a Mobile Stroke Treatment Unit Standard Operating Procedure. It is the intent of the Parties that this Procedure be adaptable over time and may be amended through the joint agreement of the Parties without the need to amend this Agreement.

The MSTU will operate on a 24/7/365 basis, subject to operational limitations and related issues. The Parties understand and acknowledge that periods of unavailability

of the MSTU may arise due to vehicle maintenance, mechanical issues or other operational or deployment limitations.

**Section 3. Term and Termination**

This Agreement shall commence on \_\_\_\_\_, 2025, continue for a term of three (3) years, and automatically renew thereafter for successive terms of one (1) year each, unless earlier terminated. Either Party may terminate this Agreement at any time, without cause, upon two hundred seventy (270) days prior written notice to the other Party. In addition, either Party may terminate this Agreement at any time it reasonably determines that operational, deployment, workforce, funding, or related issues make the continued participation in this Agreement infeasible or impractical, in which case such Party shall provide written notice to the other Party not less than ninety (90) days prior to the effective date of termination.

**Section 4. UF Health Jacksonville Responsibilities**

UF Health Jacksonville shall be responsible for the following aspects of the MSTU program, all in accordance with protocols established by the Parties:

- A. Leasing the MSTU to City on the terms set forth in the Lease attached as Exhibit A.
- B. Complying with all legal and regulatory requirements associated with the clinical services provided by its personnel on the MSTU.
- C. Ensuring appropriate medical direction for the care delivered by its clinicians to all suspected stroke patients and coordinating with JFRD’s medical direction regarding same.
- D. Providing qualified clinical staff consisting of a registered nurse and CT technician to supplement the minimum required JFRD staff for the MSTU.
- E. Providing a vascular neurologist via telemedicine to direct treatment of patients receiving MSTU services.
- F. Supplying the MSTU with stroke specific medications and any necessary equipment above and beyond that required of a licensed ALS ambulance.
- G. Providing training and education for stroke call dispatch and field personnel.

**Section 5. JFRD Responsibilities**

JFRD shall be responsible for the following aspects of the MSTU program, all in accordance with protocols established by the Parties:

A. Licensing the MSTU as part of JFRD's fleet as an ALS ambulance through the Florida Department of Health.

B. Operating the MSTU under its COPCN and integrating the MSTU into the City of Jacksonville's dispatch system, which will facilitate MSTU's arrival at the scene when a stroke alert is suspected while simultaneously dispatching EMS to the scene.

C. Closely collaborating with MSTU personnel to determine appropriate care of the patient and most clinically appropriate mode of transport of stroke patients to the most appropriate Comprehensive Stroke Center.

D. Providing all ambulance staff as required by applicable State of Florida laws and regulations governing the operation of an Advanced Life Support ambulance, which shall, at a minimum, consist of one paramedic and qualified driver.

E. Ensuring appropriate medical direction as required by Florida law and regulations pertaining to a licensed ALS service and coordinating with UF Health Jacksonville's medical director regarding stroke patient care.

F. Providing appropriate working and sleeping quarters for MSTU associates and a secure space for storing UF Health Jacksonville pharmaceuticals and equipment.

G. Providing all supplies, equipment, medications and consumables required for an ALS ambulance by applicable laws and regulations.

## **Section 6. Mutual Responsibilities**

The Parties acknowledge and agree that in order to provide the highest quality MSTU services to the community, the Parties will be required to closely collaborate on an ongoing basis regarding the operations of the MSTU including, but not limited to, transport protocols, clinical protocols, quality outcomes review analysis, MSTU upkeep, equipment and staffing requirements, and financial performance. The Parties intend a collaborative approach to oversight of the operations of the MSTU, which will include monthly reports and quarterly review of all activities of the MSTU, including clinical performance, patient outcomes, and reporting as required of UF Health Jacksonville by the grant, with UF Health Jacksonville maintaining ultimate responsibility for the services it provides to suspected stroke patients on the MSTU in accordance with UF Health Jacksonville's existing quality improvement structure, and with JFRD maintaining ultimate responsibility for staffing and operation of the unit to the State of Florida standards for a licensed ALS ambulance and for the services it

provides. It is the intention of the Parties that this Agreement provide the overarching framework for the Parties' collaboration; however, the Parties intend that as the MSTU operations develop over time, the Parties will be given flexibility outside of this Agreement to define and refine the operational protocols impacting the day-to-day operations of the MSTU through updated amendment attachments to original agreement. The parties acknowledge that grant funds were used for the purchase of the Vehicle and use of the Vehicle is subject to any applicable terms of the grant. The parties agree that UF Health Jacksonville, as the recipient of said grant, shall ultimately be the responsible party for compliance with the terms and conditions of the grant, including any reporting obligations.

### **Section 7. Compensation**

A. UF Health Jacksonville will lease the vehicle to City as set forth on Exhibit A for a payment of \$1 per year. The City's maximum indebtedness under this Agreement shall be the up-to, maximum amount of ONE HUNDRED AND NO/100 DOLLARS (\$100.00), subject to and contingent upon a lawful appropriation of funds therefor.

B. UF Health Jacksonville will reimburse City for its actual and direct costs for ALS staffing on the MSTU on a 24/7/365 basis by the following City employees: one Captain, two Lieutenants, and four Engineers. The cost is inclusive of payroll, insurance, benefits, workers' compensation, and other normal employment expenses incurred by similar employees of City. The City employees will be dedicated exclusively to the MSTU and not used for any other purpose. The amount of this reimbursement is \$\_\_\_\_\_ per month.

C. If grant funding is no longer available, the Parties will engage in good faith discussions to determine a mutually agreeable compensation methodology that takes into account the costs borne by each Party to operate the MSTU program.

D. Except as otherwise provided in this Agreement, the Parties shall each bear their own costs of providing the services hereunder.

E. **Fiscal Year Reconciliation.** Within the one hundred twenty (120) day period after the end of each fiscal year while this Agreement is in effect, and within one hundred twenty (120) days after termination (each a "Reconciliation Period"), the parties shall meet, discuss and reconcile any discrepancies in amounts paid or owed each other under this Agreement and incurred during the previous fiscal year (or since



With a copy to: Shands Jacksonville Medical Center, Inc.  
655 West 8th Street  
Jacksonville, FL 32209  
Attn: Office of Contract Administration  
E-Mail: oca@jax.ufl.edu

If to JFRD: Jacksonville Fire Rescue Department  
515 N. Julia St  
Jacksonville, FL 32202  
Attn: Fire Chief

**Section 12. Relationship of the Parties**

For purposes of this Agreement, the relationship of the Parties will be that of independent medical care providers and independent contractors. Nothing contained herein will be deemed to create any relationship of agency, joint venture or partnership. Unless expressly stated in a separate written agreement, neither Party hereto will have any power to commit, contract for or otherwise obligate a Party to the other Party or to any third person. All employees of City assigned to the MSTU are and at all times shall be considered employees of City only. All employees of UF Health Jacksonville assigned to the MSTU are and at all times shall be considered employees of UF Health Jacksonville only. Except for any reimbursement specified in this Agreement, each Party shall be solely responsible for appropriate compensation, wage payment, tax withholding, payroll taxes, benefits, and other employment requirements for its own employees and personnel. Nothing herein shall create a joint employment relationship between the Parties or the employees or personnel thereof.

**Section 13. Liability**

A. Except as otherwise expressly provided herein, neither Party hereby assumes any of the obligations, liabilities or debts of the other Party and shall not, by virtue of its performance hereunder, assume or become liable for any of such obligations, debts or liabilities of the other Party. Each Party acknowledges to the other responsibility for the negligent and wrongful acts and omissions of its respective officers, agents and employees which occur in the performance of the duties contemplated by this Agreement. Each Party shall be responsible for its negligent or wrongful acts or omissions and the negligent or wrongful acts or omissions of its

employees provided that such acts or omissions are within the scope of their employment. Nothing contained herein shall be construed or interpreted as (1) denying either Party any remedy or defense available to such Party under the laws of the State of Florida; (2) the consent of either Party to be sued; or (3) a waiver of the sovereign immunity of either Party beyond the waiver provided by Florida Statutes.

B. This Agreement does not alter or modify in any way the requirement that litigation defense of any losses insured by the J. Hillis Miller Health Science Center Self-Insurance Program ("SIP") be directed and managed by the SIP.

#### **Section 14. Insurance**

A. Pursuant to Florida Statutes §1004.41, UF Health Jacksonville is a corporation primarily acting as an instrumentality of the State of Florida for the purposes of sovereign immunity under Florida Statutes § 768.28. Accordingly, UF Health Jacksonville is protected for a claim or judgment by any one person in a sum not exceeding Two Hundred Thousand Dollars (\$200,000.00) and for total claims or judgments arising out of the same incident or occurrence in a total amount not exceeding Three Hundred Thousand Dollars (\$300,000.00), such protection being provided by the University of Florida J. Hillis Miller Health Center Self-Insurance Program, a self-insurance program created pursuant to the authority of Florida Statutes §1004.24. Personnel and agents of UF Health Jacksonville are not individually subject to actions arising from their official functions. Any damages allocated against UF Health Jacksonville as prescribed by Florida Statutes §766.112, are not subject to reallocation under the doctrine of joint and several liability to codefendants of UF Health Jacksonville in professional liability actions. The sole remedy available to a claimant to collect damages allocated to UF Health Jacksonville is as prescribed by Florida Statutes §768.28. All liability protection described in this Section is on an "occurrence" basis. The University of Florida J. Hillis Miller Health Center Self-Insurance Program provides ongoing protection with no expiration. Should the Legislature change the amount recoverable under §768.28 the Parties agree that this contract shall reflect those changes without any further action by the Parties.

B. The City is insured through a combination of self-insurance to the extent of the limitations contained in Sec. §768.28, Fla. Stat. Should these limits on recovery be increased by the Legislature, the City shall increase its insurance program to cover at least the amount set forth by the Legislature in the partial waiver of sovereign immunity.



C. Each Party shall maintain workers' compensation and employer's liability insurance covering its employees in statutory amounts.

#### **Section 15. Compliance with Laws**

This Agreement is intended and should be interpreted to comply with all applicable laws, rules, and regulations as they may be amended from time to time, including, but not limited to, (a) the federal anti -kickback statute (42 U.S.C. § 1320a-7(b)) and the related safe harbor regulations, (b) the Limitation of Certain Physician Referrals, also referred to as the "Stark Law" (42 U.S.C. § 1395nn), and (c) applicable federal and state laws with respect to patient privacy. Accordingly, no part of any compensation paid hereunder is a prohibited payment or remuneration for the recommending or arranging for the referral of business or the ordering of items or services, nor is this arrangement intended to induce illegal referrals of business. In the event that (a) any applicable licensing, administrative, or governmental agency, authority, or office investigates, questions, or challenges any aspect of this arrangement or (b) one or more of the Parties has the reasonable belief that the Agreement does not comply with the requirements of any such law or regulation as they may be applicable to this arrangement, then the Parties shall, in good faith, renegotiate or reform this Agreement, including its associated Exhibits as may be reasonable and necessary to comply with such requirements.

#### **Section 16. Non-Waiver**

The failure of either Party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.

#### **Section 17. Severability**

If any provisions of this Agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

#### **Section 18. Entire Agreement**

This Agreement contains all the terms and conditions agreed upon by the Parties.

### **Section 19. Third Party Beneficiaries**

This Agreement does not create any relationship with, or any rights in favor of, any third party.

### **Section 20. Governing Law and Venue**

This Agreement is governed in accordance with the laws of the State of Florida. Venue is in Duval County, Florida in a court of competent jurisdiction.

### **Section 21. Construction**

This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Agreement.

### **Section 22. Non-Discrimination**

The Parties agree not to discriminate against any person on grounds of race, ethnicity, national origin, color, religion, age, disability, sex, pregnancy status, gender identity, sexual orientation, marital status, genetic information, political opinions or affiliations, veteran status, or other legally protected classes under the laws of the State of Florida or the federal government.

### **Section 23. Force Majeure**

Neither Party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Agreement due directly or indirectly from natural disasters, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, terrorism, pandemics or health crises, strikes, or labor disputes.

### **Section 24. Electronic Signatures**

The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The City of Jacksonville shall determine

the means and methods by which electronic signatures may be used to execute this Agreement and shall provide UF Health Jacksonville with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

### **Section 25. Counterparts**

This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or e-mail with pdf attachment by a Party or its designated legal counsel of an executed counterpart of this Contract shall constitute valid and sufficient delivery in order to complete execution and delivery of this Contract and bind the Parties to the terms hereof.

### **Section 26. Patient Privacy**

The Parties are both covered entities under the federal privacy law known as HIPAA and both acknowledge the requirements of that law on their ability to share information in accordance with the protections of that law. Additionally, the Parties agree that they are bound by Sec. 401.30, F. S. regarding Florida privacy protections related to ambulance transport.

### **Section 27. Public Records**

The Parties acknowledge that City is subject to the Florida public records law as that law may be modified by state and federal privacy laws. The Parties agree to comply with the requirements of that law as it relates to City's responsibilities under that law.

### **Section 28. Dispute Resolution**

The Parties shall use their best efforts to settle, in a fair and reasonable manner, any dispute arising in connection with this Agreement using the following procedure. Before a Party can initiate a legal proceeding in a court to resolve the dispute, the Party shall comply with all of the following dispute resolution escalation provisions: a) The Party raising the dispute shall notify the other Party in writing regarding subject matter of the dispute (the "Dispute Notification"); b) The Parties shall then consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties; c) If the dispute is not resolved within a period of sixty (60) days or two months, whichever is longer, then, upon written notice to the other Party, the dispute shall be subject to mediation conducted in accordance with the Florida Rules of Civil Procedure and Chapter 44, Florida Statutes; and d) If the dispute is not resolved pursuant to mediation, each Party will be entitled to seek whatever legal or equitable remedies may be available to such Party under this Agreement.

**Section 29. Anti-Referral; Fraud & Abuse.**

Any remuneration exchanged between the parties shall at all times be commercially reasonable and represent fair market value for the services. No remuneration exchanged between the parties shall be determined in a manner that takes into account (directly or indirectly) the volume or value of any referrals or any other business generated between the parties. Nothing contained herein requires the referral of any business between the parties.

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**WITNESS WHEREOF**, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above written.

City of Jacksonville

Attest:

By: \_\_\_\_\_  
Print: Donna Deegan  
Title: Mayor

\_\_\_\_\_  
James R. McCain, Jr.  
Corporation Secretary

Date: \_\_\_\_\_

Shands Jacksonville Medical Center, Inc.

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_  
\_\_\_\_\_

Form Approved (as to City only):

\_\_\_\_\_  
Office of General Counsel

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Encumbrance and funding information for internal City use:

1Cloud Account for Certification of Funds	Amount

The above-stated amount is the maximum fixed monetary amount of the foregoing Contract. It shall not be encumbered by the foregoing Contract. It shall be encumbered by one or more subsequently issued purchase orders that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase orders are issued.

In accordance with Section 24.103(e), *Ordinance Code*, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Contract; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrances shall be made by subsequently issued purchase orders, as specified in said Contract.

\_\_\_\_\_  
 Director of Finance  
 City Contract Number: \_\_\_\_\_

**EXHIBIT A  
VEHICLE LEASE**

**THIS LEASE** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”), by and between Shands Jacksonville Medical Center, Inc. d/b/a UF Health Jacksonville, a not for profit corporation organized under the laws of the State of Florida (“Lessor” or “UF Health Jacksonville”) and the City of Jacksonville, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida (“Lessee” or “City”), regarding Mobile Stroke Treatment Unit Services (hereinafter referred to as the “MSTU Agreement”). Lessor and Lessee are collectively referred to herein as the “Parties” and individually as a “Party”).

**RECITALS**

**WHEREAS**, contemporaneous hereto, the Parties have entered into that certain Collaboration Agreement (“MSTU Agreement”) regarding the provision of Mobile Stroke Treatment Unit services program (“MSTU”), and pursuant to this Lease Lessor desires to lease an ambulance vehicle (“Vehicle”) to Lessee with the expectation the Vehicle will be exclusively used in the operation of the MSTU program, which will be jointly operated as a collaboration between the parties pursuant to the MSTU Agreement;

**WHEREAS**, Lessee desires to lease such Vehicle from Lessor; and

**WHEREAS**, the parties intend to establish the terms and conditions for leasing the Vehicle as enumerated herein.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, conditions and agreements and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be legally bound, hereby mutually agree as follows:

1. **Scope.** This Lease is applicable to the leasing of the following Vehicle:

Vehicle ID No. (VIN): \_\_\_\_\_  
License Plate No: \_\_\_\_\_  
Make & Year: \_\_\_\_\_  
Model: \_\_\_\_\_

2. **Lease.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Vehicle set forth above, on the terms and conditions set forth herein.

3. **Responsibilities and Rights of Lessee to Vehicle.**

a. **Rights of Lessee to Vehicle.** Lessee shall have the right to use and possess the Vehicle pursuant to the terms of this Lease and the MSTU Agreement. The MSTU is co-branded in a manner that reflects the participation of the collaborating Parties hereto and in compliance with Florida laws and regulations. Other co-branding opportunities or plans with respect to the collaboration described herein shall be mutually agreed upon by

the Parties.

b. **Grant of License.** For the Term of this Lease, Licensor reserves a non-exclusive license (“License”) to install, maintain and store on the Vehicle all equipment, medications and other supplies necessary for UF Health Jacksonville’s clinicians to furnish medical care to stroke patients who are treated and transported on the Vehicle. Further, Licensor shall have the non-exclusive right to access and occupy the appropriate and necessary spaces inside the Vehicle when the Vehicle is dispatched to provide medical care to stroke patients, as set forth in the MSTU Agreement.

c. **Responsibilities of Lessee as to Vehicle.** Lessee shall license the Vehicle as part of its ambulance fleet and include it under its certificate of public convenience and necessity (“COPCN”) for ground transportation. Lessee is responsible for all other duties assigned to it under the MSTU Agreement. Lessee shall be responsible for providing and maintaining all necessary equipment and supplies required to operate the Vehicle as a licensed ALS ambulance in Duval County, Florida.

d. **Registration, Encumbrances and Other Duties.** Lessee shall keep the Vehicle free and clear of all levies, liens, encumbrances and shall pay all license fees, registration fees, assessments and charges which may now or hereafter be imposed upon the leasing, possession or use of the Vehicle. Lessee will obtain and pay the costs of all services, repairs and maintenance needed to comply with the manufacturer’s recommendations, including without limit, oil changes, tire rotation and replacement, brakes, air filters, hoses, belts, spark plugs and all other reasonable services necessary to keep the Vehicle in good working condition.

e. **Insurance for the Vehicle and Lessee’s Contents.** Lessee will be responsible for any damage to the Vehicle and will obtain and maintain during the Term all appropriate and necessary insurance or self-insurance on the Vehicle, with Lessor being named an additional insured under the coverage(s), in the amounts and coverages required under Florida law, but not less than the replacement value of the Vehicle, and Lessee will obtain and maintain insurance or self-insure its portable equipment stored on the Vehicle.

4. **Responsibilities and Rights of Lessor as to Vehicle.**

a. **Lessor's Obligation to Allow Lessee Rights to Use the Vehicle.** Subject to the License granted to Lessee as set forth in this Lease, Lessor shall grant Lessee the right to exclusively use and possess the Vehicle for the sole purpose of providing mobile stroke services in Duval County, Florida, consistent with applicable laws, ordinances and regulations that relate in any manner to the operation of the Vehicle in the State of Florida and the MSTU Agreement.

b. **Responsibilities of Lessor as to Vehicle.** Lessor shall maintain appropriate insurance or self-insurance on its equipment installed in the Vehicle in the amounts and coverages required under Florida law. Lessor is responsible for all other duties assigned to it under the MSTU Agreement. Lessor shall be responsible for providing all equipment, medications and other supplies required for UF Health Jacksonville’s clinicians to furnish necessary medical care and services to stroke patients treated and transported on the Vehicle.

c. **Encumbrances.** Lessor shall keep the Vehicle free and clear of all levies,



liens, encumbrances.

d. **Inspection.** Lessor may inspect the Vehicle at all reasonable times, and for these purposes with prior notice to City has the right to enter the site where the Vehicle is located at reasonable times for this purpose.

5. **Alterations prohibited.** Other than those alterations specifically enumerated in this Lease, Lessee shall not make any alterations, additions or improvements to the Vehicle without prior consent of Lessor.

6. **Consideration.** As consideration under this Lease, Lessee shall pay Lessor the consideration stated in the MSTU Agreement. In the event the grant funding described in the MSTU Agreement ceases to be available, the Parties will engage in good faith discussions to determine a mutually agreeable compensation methodology that takes into account the costs borne by each Party to operate the MSTU program.

7. **Term.** The term of this Lease shall commence upon the Effective Date hereof shall be coterminous with the MSTU Agreement.

8. **Ownership.** The Vehicle is, and shall at all times be and remain, the sole and exclusive property of Lessor, and Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease. Lessor or its affiliate warrants that it has clear title to and ownership of the Vehicle.

9. **Advertising.** Except for the advertising described above, neither party shall use the name, logo or trademark of the other in any form of publicity or promotional or advertising material without the prior written consent of an authorized representative of the other party.

10. **Relationship of the Parties.** The parties' relationship is that of independent contractors. The Lease does not create any employment, agency, franchise, partnership or other similar legal relationship between the parties. Neither party has the authority to bind nor act on behalf of the other party except as otherwise specifically stated in this Lease and the MSTU Agreement.

11. **Assignment.** This Lease and the rights and obligations of the parties hereunder, including, without limitation, the duty of performance, may not be assigned or delegated by either party without the prior written consent from an authorized non-assigning party's representative. Any assignment or delegation without consent shall be null and void and of no force or effect.

12. **Amendments.** The terms hereof or of any Amendment may not be modified except in a writing signed by the Parties hereto. No failure by any Party to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

13. **Governing Law; Venue; Jurisdiction.** This Lease shall be governed by and construed in accordance with the laws of the State of Florida. Each party irrevocably and unconditionally consents to submit to the exclusive jurisdiction and venue of the federal and state courts within Jacksonville, Duval County, Florida.

**14 Authorization of Lease.** Each party represents and warrants, each to the other with respect to itself, that the execution and delivery of this Lease has been duly authorized and the individuals executing this Lease on behalf of each party respectively has full power and authority to do so. The parties agree to execute any such documentation that may be necessary to effectuate the intent and purposes of this Lease.

**INTENDING TO BE LEGALLY BOUND**, the parties have executed this Lease on the below date.

**SHANDS JACKSONVILLE  
MEDICAL CENTER, INC.**

**CITY OF JACKSONVILLE**

By: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Name Printed

Donna Deegan  
Mayor

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
James R. McCain, Jr.  
Corporation Secretary

Form Approved:

\_\_\_\_\_  
Office of General Counsel

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