

**STUDENT CLINICAL TRAINING
AND RIDE SHARE AGREEMENT
No. 12867**

THIS AGREEMENT is entered into on the _____ day of _____, 2025, by and between:

**THE DISTRICT BOARD OF TRUSTEES OF BROWARD
COLLEGE, FLORIDA**, a political subdivision of the State of Florida,
hereinafter referred to as "COLLEGE,"

and

CITY OF POMPANO BEACH, FLORIDA, a municipal corporation
of the State of Florida, with offices located at 100 West Atlantic
Boulevard, Pompano Beach, Florida, hereinafter referred to as "CITY."

WHEREAS, the COLLEGE desires that students enrolled in its health-related programs obtain clinical experience at the CITY; and

WHEREAS, the COLLEGE is a public higher education institution with approved programs of study as specified in Exhibit "A" ("Program(s)"), which require clinical or observation experiences of students enrolled therein, and desires that its students enrolled in the Program(s) ("Program Students") obtain clinical or observation experience at the CITY; and

WHEREAS, the CITY has the resources (including but not limited to the equipment and staff) to provide the healthcare educational experiences required by the Programs and is offering to provide the necessary resources for said clinical experience in recognition of the need to educate health-related personnel including but not limited to, riding with CITY Fire Rescue Units; and

WHEREAS, it is to the benefit of both the COLLEGE and the CITY to cooperate in the educational preparation of Program Students to promote excellence in patient care, to ensure professional competence, and to provide maximum utilization of community resources; and

WHEREAS, the Parties agree that the sole purpose of this Agreement is to educate students, and not to provide a service. The Parties are not business associates under the Health Insurance

Portability and Accountability Act of 1996 (HIPAA).

WHEREAS, the Parties hereto desire to enter a contractual arrangement providing for education and training of students in the COLLEGE programs.

NOW AND THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein, the CITY and the COLLEGE agree that any clinical or observation experience established and implemented by the CITY and the COLLEGE during the term of this Agreement shall be subject to the following terms and conditions:

1. The COLLEGE has undertaken to educate and train students in the Paramedic and EMT programs.
2. The programs shall be under the auspice of the COLLEGE, as defined in Florida State Statute Chapter 401 and Administrative Code 64J-1, Training Program.

The COLLEGE Agrees To:

1. Comply with all applicable Federal and State statutes and local ordinances. Further, the COLLEGE shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations required for the training programs which are the subject of this Agreement from any federal, state, regional, county, or city agency.
2. Ensure that students in the Paramedic and EMT program are subject to and comply with the rules and regulations of the COLLEGE and receive the training and certification required by Florida State Statute Section 401.2701 and Administrative Code 64J-1, Training Program.
3. Be responsible for the classroom instructional curriculum, maintenance of permanent records, all educational experiences, and program evaluations through employed instructors.
4. Select practical educational experiences based on the needs of the Program Students to meet the program's objectives.
5. Adhere to all policies and procedures established by the CITY, including the Exposure Control Plan for Bloodborne Pathogens and all related Infection Control Policies.
6. Consult with the CITY designee to select Field Internship experiences for the students of the program. However, the COLLEGE acknowledges and hereby agrees that such clinical experiences shall ultimately be decided by CITY, and as the circumstances may permit.

7. Provide CITY with a list of students and the dates on which they are expected to participate in the Field Internship experiences.

8. Present Program Students for the Clinical who have adequate preclinical instruction and who, in the discretion of the Faculty, are capable of participating in the Field Internship experiences.

9. The COLLEGE shall ensure that each student provides or completes at his or her own expense the following:

- a. Uniforms
- b. Laundry service
- c. Transportation
- d. Meals
- e. Physical examination
- f. Required immunizations
- g. Hospital and medical treatment

10. No student shall perform any procedure(s) on a patient unless such student has previously demonstrated sufficient competency at such procedure(s) so as to satisfy any federal, state, regional, county, city and/or educational requirement(s) for the performance of such procedure(s).

COLLEGE Responsibility to Inform Program Students:

1. The COLLEGE shall have full responsibility for the conduct of any Program Student or Faculty disciplinary proceedings and shall conduct the same, with input from CITY, in accordance with all applicable statutes, rules, regulations and case law. At the discretion of the CITY or the COLLEGE, any student deemed ineligible for the reasons of health, performance, or any other reasonable and legally permissible cause shall be withdrawn from the CITY and whenever possible, the CITY will notify the COLLEGE as soon as possible and provide the COLLEGE with an opportunity to cure the reason for the withdrawal.

2. Direct Program Students to comply with the applicable policies and procedures of the CITY during the course of their participation, to the extent permitted by law. Solely for the purpose of defining the Program Students' role in relation to the use and disclosure of the CITY's protected health information, such Program Students are defined as members of the CITY's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement.

However, such Program Students are not and shall not be considered to be employees of the CITY or the COLLEGE.

3. The COLLEGE shall inform the Program Students that as participants in the clinical or observation experiences, they are required to:

- a) Comply with the policies and procedures of the CITY to the extent permitted by law, including the CITY's policies on confidentiality and disclosure of information; and
- b) Comply with state and federal laws and regulations; and
- c) Provide and wear the necessary and appropriate uniform while on duty at the CITY;
- d) Maintain the confidentiality of all records or information exchanged in the course of the clinical or observation experience and not disclose or reveal any confidential information to any third party without the express prior written consent of the CITY; and
- e) Acknowledge and agree that neither the COLLEGE nor the CITY guarantees to place or maintain placement of any Program Student under this Agreement.

CITY Further Agrees To:

1. Provide the necessary facilities for clinical experiences for Paramedic and EMT instruction, including, but not limited to, ride-alongs with Fire Rescue Units, to fulfill the program's curriculum requirements and meet the objectives agreed upon by the COLLEGE and CITY.

2. Cooperate with the COLLEGE staff in assigning students at the CITY; however, such assignments shall be in accordance with the CITY'S established shifts, qualified supervisory personnel available, and station availability.

3. Provide a liaison between the CITY administrator and the COLLEGE EMS Program coordinator.

4. Provide for supervision at all times of students while participating in the clinical setting at CITY including, when requested and mutually agreed upon, cooperation in evaluating Student performance.

5. Employ medical/health care providers, administrative, and direct patient care staff who are currently licensed to practice in their designated health profession in the State and who are qualified either through experience and/or academically to uphold and demonstrate standards of health care practice as established by the CITY.

6. Provide the Program Students and COLLEGE staff with an orientation of the CITY, or orientation packets about the CITY, which will include training about policies and procedures, including without limitation HIPAA, especially as it relates to the CITY's confidentiality requirements, and instruction on OSHA regulations regarding blood-borne pathogens, infectious disease plans, and hazardous chemical plans, and how, when and why to report incidents.

7. Provide supervised educational experiences for Program Students that fulfill the curriculum requirements of the Program and meet the objectives agreed upon by the COLLEGE and the CITY. Allow COLLEGE staff access to the CITY for the purposes of coordinating, observing and instruction of Program Students engaged in educational experiences.

8. Any student of the COLLEGE who is an employee of the CITY shall never be considered as an official member of the "crew" while participating in a clinical experience as a student of the COLLEGE. CITY will ensure that the normal staffing of a rescue unit will be maintained in addition to the student.

9. Maintain its operating license and appropriate accreditations.

10. Plan, administer, and retain total responsibility for all aspects of patient care and provide for qualified supervision of all patient activities.

11. When requested and mutually agreed upon, assist in the responsibility for the direct guidance and supervision of the Program Students while on the premises of the CITY and cooperate in evaluating Program Student performance. The qualifications of the CITY staff participating in the supervision of the Program Students shall be subject to review and approval by the COLLEGE.

12. Provide Faculty and Program Students with, or seek emergency accident care for injuries, or illnesses of an acute nature, incurred while participating in the program at the CITY. Emergency treatment of Program Students or Faculty for any injuries incurred during educational activities must be covered through the individual's personal health insurance plan, or through his/her own resources. Personal health insurance coverage for the COLLEGE'S Faculty and/or Program Students will not be the responsibility of the COLLEGE or the CITY.

Both Parties Further Agree as Follows:

1. The COLLEGE and the CITY agree to work together to establish and maintain a quality clinical or observation experience; and

2. The Parties acknowledge that education records are protected by the Family Educational Rights and Privacy Act ("FERPA"), [20 United States Code sections 1232(g), 1232(h) and 1232(i)], and federal regulations issued pursuant to such act, and by state law in s. 1002.22, F.S., and that generally, written student consent must be obtained before releasing education records to anyone other than the COLLEGE. The COLLEGE agrees to provide guidance to the CITY with respect to complying with the provisions of FERPA and similar state law. The CITY agrees to treat all student education records that are specifically identified as such by the Parties confidentially and not to disclose such student education records except to the COLLEGE and the CITY officials who need the information to fulfill their professional responsibilities or as required or permitted by law. The Parties acknowledge that the fact that a Program Student is mentioned in a record or report generated and/or maintained by the CITY in the normal course and scope of its operations and not created or maintained by the COLLEGE may not cause such record or report to be considered a "student education record" for purposes of this paragraph; and

3. Neither party shall have the power to obligate the other party's resources or commit the other party to any particular action.

4. Both Parties and their employees shall conduct themselves in compliance with all applicable federal, state, and local laws, rules, and regulations and in compliance with the standards, rulings, and regulations of relevant accreditation and regulatory bodies, as well as their own respective institutional rules and regulations.

5. INDEPENDENT CONTRACTOR/STUDENT STATUS.

a. The relationship of the Parties hereunder shall be an independent contractor relationship, and not an agency, employment, joint venture or partnership relationship. Neither party shall have the power to bind the other party or contract in the name of the other party. All persons employed by a party in connection with this Agreement shall be considered employees of that party and shall in no way, either directly or indirectly, be considered employees or agents of the other party. Program Students shall not be considered employees of either party except to the limited extent covered in Section II(2) above. In no circumstance shall Program Students be considered employees or agents of the COLLEGE or the CITY, and the COLLEGE shall not be responsible for the actions or inactions of the Program Students.

b. Program Students shall participate in the clinical or observation experience hereunder for the sole purpose of obtaining an educational experience. Each party agrees that the Program Students will be in a learning situation and that the primary purpose of the placement is for

the Program Students' learning and the benefit of the Program Students. It is further understood that the Program Student shall not at any time replace or substitute for any CITY employee. Nor shall the Program Student perform any of the duties normally performed by an employee of the CITY except such duties that are part of their training and are performed by the Program Student under the direct supervision of a CITY employee. At all times, the CITY will maintain full responsibility for patients being cared for by Program Students in the College program. Program Students are not entitled to a job upon completion of the educational experience. All services rendered by Program Students under this Agreement for the CITY, employees, and patients shall be uncompensated and shall be deemed to be given in consideration for instruction and educational experience. Further, no Program Student will be covered under the CITY's or the College's Workers' Compensation, social security, or unemployment compensation programs while participating in the clinical or observation experience.

6. No student shall, in connection with this agreement or performance of services hereunder, have a right to or claim for any wages, salary, or any other form of compensation, unemployment compensation, civil service or other employee rights, privileges, and/or benefits granted by operation of law or otherwise. No student shall be deemed an employee of CITY, for any purpose, during the performance of services hereunder.

7. Neither party to this Agreement nor their respective officers, agents, representatives or employees shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other.

8. SOVEREIGN IMMUNITY. Each Party agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment, and agrees to be liable for any damages resulting from said negligence. Nothing in this Agreement shall constitute a waiver by the CITY of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

9. INSURANCE. COLLEGE shall carry accident insurance or evidence of such protection to include professional liability insurance coverage of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate (including professional liability) for claims, damages, or injuries to persons or property of whatsoever kind of nature arising out of the activities of the participants carried

out under this Agreement. Such insurance shall specifically include CITY as an additional insured and shall be provided to the CITY prior to execution of this agreement and throughout its duration.

10. The CITY acknowledges that the COLLEGE is a political subdivision of the State of Florida and warrants, and represents that it participates in the Florida College System Risk Management Consortium, with headquarters in Gainesville, Florida, for worker's compensation, general liability, and other coverage, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by the COLLEGE. Its self-insured fund and various policies are authorized and stated in Florida Statutes, Section 1001.64(27) and Section 768.28. The COLLEGE agrees to maintain its participation in the Florida College System Risk Management Consortium for the duration of this Agreement. Furthermore, nothing contained herein shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of the COLLEGE to be sued; or (iii) a waiver of sovereign immunity of the COLLEGE beyond the waiver provided in Section 768.28, Florida Statutes.

11. Student Participants in the program shall sign a Hold Harmless Agreement, holding the CITY harmless for any injuries or damages student may sustain as a result of their participation in the program approved by the CITY, except to the extent that such injuries or damages arise from the gross negligence or willful misconduct of the CITY and its employees, agents, and assigns. The Hold Harmless Agreement shall be signed prior to their participation in the program, with a copy of the same provided to the CITY.

12. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

13. Both Parties and their employees shall conduct themselves in compliance with all applicable federal, state, and local laws, rules, and regulations and in compliance with the standards, rulings, and regulations of relevant accreditation and regulatory bodies, as well as their own respective institutional rules and regulations.

14. Governing Law. This Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial

Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida.

15. This Agreement is made solely for the benefit of the Parties named in this Agreement and is not intended to create rights or any cause of action in any third parties, including without limitation Program Students.

16. Waiver. Failure of CITY to enforce or exercise any right(s) under this agreement shall not be deemed a waiver of CITY'S right to enforce or exercise said right(s) at any time thereafter.

17. Contract Administrators, Notices and Demands.

A. During the term of this Agreement, the CITY's Contract Administrator shall be Assistant Chief Matthew Aldridge, and the COLLEGE's Contract Administrator shall be Torey Alston (or their authorized written designee) as further identified below.

B. Notices and Demands. A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, facsimile, registered or certified mail, postage prepaid to the representatives named below, or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other as provided herein.

If to COLLEGE: Torey Alston (or authorized Designee)
District Board of Trustees of Broward College
1000 Coconut Creek Parkway.
Coconut Creek, FL 33066

If to City: Assistant Chief Matthew Aldridge
Pompano Beach Fire Department
100 West Atlantic Boulevard
Pompano Beach, FL 33060

18. Public Records. Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents' request served upon it pursuant to Chapter 119, Florida Statutes, and any resultant award of attorney's fees

for non-compliance with that law.

19. This agreement shall not be construed more strongly against either party, regardless of who was more responsible for its preparation.

20. The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

21. By entering into this Contract, COLLEGE becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to the utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the COLLEGE, the COLLEGE may not be awarded a public contract for a period of 1 year after the date of termination.

22. Term and Termination. This agreement shall continue for five (5) years and may be renewed for additional five-year terms by the written mutual consent of both parties and upon City Commission approval. This agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice, but such termination shall not be effective as to currently enrolled students, who shall have an opportunity to complete their program.

23. Non-Assignability. This Agreement is not assignable and the parties agree it shall not assign or otherwise transfer any of their interests, rights or obligations hereunder, in whole or in part, to any other person or entity without the other party's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by a party to assign or transfer any of its rights or obligations hereunder without first obtaining the other party's written approval shall not be binding on the other party and, at the other party's sole discretion, may result in the other party's immediate termination of this Agreement

whereby the other party shall be released of any of its obligations hereunder. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court or by judgment, execution, proceedings in insolvency, bankruptcy, or receivership. In the event of a party's insolvency or bankruptcy, the other party may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of the insolvent or bankrupt party hereunder shall immediately cease and terminate.

24. Force Majeure. Neither party shall be obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented, delayed, or stopped by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God, or act or order of a governmental instrumentality, failure of technical facilities, interruption or delay of transportation service, epidemic, pandemic, or public health emergencies (including any resurgence or re-occurrence) or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure.

A. If either party is unable to perform or is prevented, delayed, or stopped in performing any obligations under this Agreement because of any event of force majeure, including an event that prevents the use or ability to use the Property for its intended purpose to the benefit of the public, such inability to perform or delay shall be excused and any associated charges or payment suspended until such time as the event of force majeure ends or as long as may be reasonably necessary for either party to correct the adverse effect of such event of force majeure, to the extent and in the form as mutually agreed by the Parties.

B. In order to be entitled to the benefit of this Paragraph, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party after commencement or discovery of the event of force majeure, specifying in detail the event of force

majeure, the estimated length of the event of force majeure, diligently proceed to correct the adverse effect of any force majeure, where possible, and, upon request from the non-claiming party, provide an update until the event of force majeure ends. The parties agree that, as to this Paragraph, time is of the essence.

25. Approvals. Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

26. No Discrimination. During the performance of this Agreement, CITY and COLLEGE agree not to discriminate against any person on the basis of race, color, religion, sex, age, national origin, ancestry, marital status, physical or mental disability, or any other basis prohibited by law.

27. Severability. If any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.

28. Amendments. This Agreement may be amended only when reduced to writing and signed by both Parties.

29. Copies of Agreement. Copies of this Agreement shall be placed on file and be available at the COLLEGE and the CITY.

30. Entire Agreement. CITY and the COLLEGE agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered except by a written instrument executed by the parties.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

KERVIN ALFRED, CITY CLERK

By:_____
REX HARDIN, MAYOR

(SEAL)

By:_____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

"COLLEGE"

Witnesses:

Elizabeth Beavin

Print Name:

Elizabeth Beavin

**THE DISTRICT BOARD OF TRUSTEES OF
BROWARD COLLEGE, FLORIDA**

A political subdivision of the state of Florida

Natalia Triana-Aristizabal

Print Name:

Natalia Triana-Aristizabal

Torey Alston
Torey Alston, President of Broward College

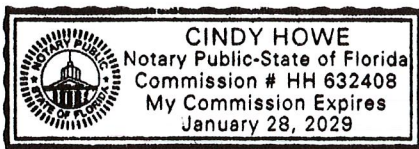
APPROVED

By Kristina Raattama at 9:33 am, Sep 08, 2025

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 10th day of SEPTEMBER, 2025, by Torey Alston, President and CEO of Broward College, a political subdivision of the State of Florida. He/She is personally known to me or who has produced N/A (known to me) (type of identification) as identification.

NOTARY'S SEAL:



Cindy Howe
NOTARY PUBLIC, STATE OF FLORIDA

Cindy Howe
(Name of Acknowledger Typed, Printed or Stamped)

HH 632408
Commission Number

EXHIBIT “A”

Emergency Medical Technician and Paramedic Programs