

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as “SBBC”),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

THE CITY OF POMPANO BEACH
(hereinafter referred to as “City”),
whose principal place of business is
100 West Atlantic Blvd. Pompano Beach, Florida 33060

WHEREAS, SBBC is conducting educational programs for the purpose of providing skilled workers for the health service industry in the field of firefighting and rescue; and

WHEREAS, City has the clinical facilities necessary to assist in the provision of these educational programs and desires to participate in the educational programs for the benefit of the community.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement**. The term of this Agreement commences on June 13, 2023 (“Effective Date”) and concludes on June 30, 2026, unless terminated earlier pursuant to Section 3.05 of this Agreement. The term of the Agreement may, by mutual agreement between SBBC and City, be extended for two (2) additional one-year periods.

2.02 **Program Purpose**. The education of SBBC students in the field of firefighting and rescue is the primary purpose of the Fire Academy (the “Program”). The Program prepares students to provide initial care to sick or injured persons taught by certified first responder personnel, as more fully described in **Exhibit A**, attached hereto and incorporated herein.

2.03 **Instruction and Curriculum.** SBBC is responsible, at its sole expense, for the provision of classroom instruction, the selection of students, establishment of curriculum, maintenance of records, evaluation of programs, and all educational experiences through the employment of certified instructors in compliance with the guidelines established by the Florida Department of Education and in compliance with SBBC Policies and Procedures. The City is responsible for providing the practical and/or clinical experience to the students enrolled in the Program.

2.04 **Compensation.** SBBC shall pay City Eleven Thousand Dollars (\$11,000.00) for three hundred and eighty eight (388) hours of services rendered annually under this Agreement, within thirty (30) calendar days after receipt of a proper invoice from City.

2.05 **SBBC Disclosure of Education Records.**

(a) SBBC staff will provide City's Fire Academy Instructors with the education records in this section for the following purposes: for City's Fire Academy Instructors (the teachers of record for SBBC students) to provide guidance, direction, supervision, and evaluation for students receiving their instruction. **Access to education records must be limited to information pertaining to the students served in the Program.**

(b) SBBC will provide City's Fire Academy Instructors with access to the following education records that are available via Pinnacle:

1. Student First and Last Name
2. Student Identification Number
3. Grade level
4. Birth Date
5. Gender
6. Home address
7. Home phone number
8. Student email address
9. Parent. Guardian Name
10. Parent/Guardian Email Address
11. Student Grades
12. Student Attendance Records

(c) In addition to the education records listed in section 2.05(b), SBBC will provide the following completed documents containing education records to the City's Fire Academy instructors via hardcopy and/or secure email:

1. Release and Waiver (see **Exhibit B**)
2. Confidentiality Statement (see **Exhibit C**)

(d) SBBC will obtain written consent from each student's parent/guardian or each student age 18 or older prior to disclosing the education records listed in this section.

(e) The requirements of this section shall supersede any uses and disclosures of education records or the like as listed in City privacy policies if any.

2.06 **City Safeguarding Confidentiality of Education Records.**

(a) Notwithstanding any provision to the contrary within this Agreement, City shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or redisclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical, and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third-party;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com, and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including its Privacy Officer and Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) purge education records from any media once the media is no longer in use or is to be disposed.

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) To the extent permitted by law, City shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement. Nothing herein shall be construed as a waiver by SBBC or City of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

2.07 **City Re-Disclosure of SBBC Education Records**. City is permitted to re-disclose the education records listed in Section 2.05(b) (except Student Identification Number and student attendance records) to the Bureau of Fire Standards and Training division of the State Fire Marshall for the purposes of registering students with the state so that they will know which students successfully took the course and are eligible to take the Firefighter II (two) certificate.

2.08 **Third-Party Safeguarding the Confidentiality of Education Records**

For any and all education records that City re-discloses to any and all entities with which it contracts or utilizes ("third parties") pursuant to the terms of this Agreement, City shall ensure that those third parties comply with the terms of this Agreement, including but not limited to section 2.06.

2.09 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director
Applied Learning
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

To City: City Manager
City of Pompano Beach
100 West Atlantic Blvd
Pompano Beach, Florida 33060

With a Copy to: Fire Chief
City of Pompano Beach Fire Rescue
120 SW 3rd Ave
Pompano Beach, Florida 33060

2.10 **Background Screening.** City agrees to comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all City's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of City or its personnel providing any services under this Agreement. City shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to City and its personnel. The parties agree that the failure of City to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause with no opportunity required to permit City to cure such default and no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, City agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from City's failure to comply

with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or City of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.11 **Public Records**. Pursuant to Section 119.0701, Florida Statutes, each party is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that such party would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to the other party, all public records in that party's possession upon termination of its Agreement with the other party and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to the other party, in a format that is compatible with the other party's information technology systems. 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 Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.12 **Indemnification**. The Parties to this Agreement are governmental entities per the provisions of Section 768.28, Florida Statutes, and thus, each party agrees to be liable to the limits as set forth in Section 768.28, Florida Statutes, for its acts of negligence or omissions which result in claims or suits against them, and agrees to be liable to the limits set forth in Section 768.28, Florida Statutes, for any damages proximately caused by said acts or omissions. Nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of any contract. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. 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.

2.13 **City Insurance.** City maintains a self-insurance fund for the benefits of its employees, servants and agents. Nothing contained within this Agreement shall constitute a waiver of sovereign immunity by City if the City possesses sovereign immunity.

SBBC Insurance. SBBC maintains a self-insurance fund for the benefits of its employees, servants and agents while acting within the scope of their duties. Students shall be required to be covered by their own health or accident insurance.

2.14 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression, marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

2.15 **Travel.** Travel within Broward County, Florida shall not be billed as a reimbursable expense. Travel outside of Broward County, Florida and per diem associated with such travel may be allowable at the sole discretion of SBBC and only if approved in advance. SBBC has delegated authority to the Superintendent of Schools or her/his designee to provide prior approval to City for any proposed travel and per diem for which reimbursement is sought from SBBC. If any travel outside of Broward County, Florida and/or per diem receive such prior approval, then it shall be billed and reimbursed in compliance with the current or updated School Board Policy 3400 and/or other relevant School Board Policies.

2.16 **Additional Service Hours.** SBBC may request for additional hours of service, which City may provide at the rate listed in Exhibit A. SBBC shall pay City within thirty (30) calendar days after receipt of a proper invoice from City. Any courtesy appointments to City's staff for the purposes of this Program shall be without entitlement of the appointee to compensation or benefits. Students and faculty shall pay for their own means while participating in the Program.

2.17 **Annual Appropriation.** SBBC's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

2.18 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.19 **Incorporation by Reference. Exhibits A, B, and C** attached hereto and referenced herein are incorporated into this Agreement by reference.

2.20 **Proprietary Information.**

(a) Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

(b) If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.21 **Approval/Accreditation Status.** Through its administrators and faculty, SBBC shall maintain approval/accreditation status for the programs.

2.22 **Supervision of Educational Experiences.** Students participating in the Program for clinical education experiences directly related to emergency patient care shall be supervised by City personnel.

2.23 **Personal Property.** City shall not be responsible for the personal property belonging to SBBC faculty or students participating in the Program.

2.24 **Participant's Medical Care.** SBBC and/or the students participating in the Program shall be responsible for arranging for the student's medical care and/or treatment, if necessary, including transportation in the event of illness or injury while participating in the Program provided at the City's premises. In no event shall City be financially responsible for said medical care and treatment.

2.25 **Emergency Health Care Services.** City shall provide immediate emergency health care services to faculty and students participating in the Program in the event of accidental injury or illness while on the City's premises. At the time of providing such services, City and its emergency health care facility shall accept assignment of the affected individual's personal or Broward County Schools Student Basic Accident Insurance Policy. Neither City nor SBBC will be responsible for costs involved in the provision of such service, the follow up care, or hospitalization.

2.26 **Telephone Consultation.** SBBC faculty or school administration will be available for consultation with the City by telephone at any given time during which students are on the City's premises without supervision by an instructor.

2.27 **Educational Experience.** SBBC faculty is responsible for maintaining cooperative relationships with City staff. The firefighting educational experience to be provided to students must be specified in writing and shall be based upon the needs of the student to satisfy the objectives of the Program. The City shall provide opportunities for participating students to observe and assist in various aspects of fire service training. Participating students and faculty are required by City to execute a Release and Waiver Agreement, attached hereto as Exhibit "B". City reserves the right to deny acceptance or terminate continued participation in the Program to any student(s) that refuses to execute the Release and Waiver Agreement.

2.28 **Faculty Orientation.** The City shall provide an orientation for SBBC faculty prior to commencement of the students' clinical educational experiences, if requested by SBBC faculty.

2.29 **Student Evaluation.** SBBC is responsible for guidance, direction and supervision of students participating in the Program. City is responsible at all times for the curriculum delivery, hands on experience, and overall instructions for the Program. Upon SBBC's request, City shall assist in the evaluation of student performance. "Teacher of record" cite allows Fire Academy Instructors access to the Pinnacle database and student education records which contains the following types of personally identifiable student information, student name, student identification number, grade level, birth date, gender, home address, home phone number, student email address, parent/guardian name and parent/guardian email address. Pursuant to the Family Educational Rights and Privacy Act (FERPA), the Fire Academy Instructor shall only access information pertaining to those students in his/her class, and such access is limited to the purpose of student evaluation and related matters (for example contacting student's parent/guardian to discuss the evaluation). The information may not be used or re-disclosed for any other purpose. SBBC must obtain written consent of the parent or student age eighteen (18) years of age or older prior to disclosing student evaluation information to City.

2.30 **Patient Confidentiality.** SBBC and its participating students and faculty shall keep strictly confidential and hold in trust all confidential information of City and/or its patients and shall not disclose or reveal any confidential information to any third party without the express prior written consent of City. Participating students and faculty will be required to execute a Confidentiality statement substantially complying with the form attached hereto as Exhibit "C"

and herein incorporated by reference. SBBC and its participating students and faculty shall comply with any applicable state or federal laws or regulations concerning patient confidentiality or protected health information. SBBC students and faculty shall receive orientation and training on City's privacy policies and procedures prior to beginning the educational programs, pursuant to this Agreement. Unauthorized disclosure of confidential information, patient information or protected health information shall be a material breach of this Agreement and shall constitute cause for the immediate termination of this Agreement. SBBC shall immediately notify City of any unauthorized disclosure of confidential information, patient information or protected health information that comes to its knowledge. SBBC will not enter into any contracts with third parties to whom confidential information, patient information or protected health information would be provided without the express written consent of the City and the imposition upon such third persons of the same duty to safeguard said information. SBBC's records relating to the use and disclosure of said information will be available for inspection upon reasonable notice to City or any federal or state authority entitled to access to such information.

2.31 **Discontinued Student Placement.** SBBC reserves the right to refuse or discontinue the placement of students if City does not meet the professional educational requirements and standards of SBBC. City reserves the right to discontinue the availability of its facilities and services to any student who does not continuously meet professional or other requirements, qualifications and standards of City as determined by City, following collaboration with SBBC personnel. City reserves the right to immediately remove from its premises and to prohibit from future participation any student who behaves unprofessionally or poses an immediate threat or danger to patients or personnel or to the quality of medical services. However, the parties agree that only SBBC can dismiss a student from Program participation.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the

performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.04 **Default.** The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy 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 precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.05 **Termination.** This Agreement may be terminated with or without cause by either party during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and 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 is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel 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 their joint effort. The language agreed to herein expresses 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.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure.** Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense (“Force Majeure”). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

3.23 **Employment Eligibility.** By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," if it meets the definition of “contractor” under the section. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors performing work under this Agreement to provide an affidavit, as evidence of compliance, to the Contractor 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 or County 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 Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

3.24 **Students are Not City Employees.** SBBC, its faculty and its students shall in no event become or be deemed to be employees, servants, agents or volunteers of City during said training Program.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the Effective Date.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By: _____
Lori Alhadeff, Chair

Date: _____

Earlean C. Smiley, Ed.D.,
Interim Superintendent

Approved as to Form and Legal Content:

Office of the General Counsel

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FOR CITY:

THE CITY OF POMPANO BEACH

By: _____
Rex Hardin, City Mayor

Date: _____

By: _____
Gregory P. Harrison, City Manager

ATTEST:

Kervin Alfred, City Clerk

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Pompano Beach, Florida, only.

Mark Berman, City Attorney

:jrm
5/30/23
L:agr/fire/2023-717

EXHIBIT A

The School Board of Broward County, Florida, through its Health, Science, Education Law and Public Safety Education program, is conducting the following educational programs for the purpose of providing skilled workers for the Health Science/ Medical Industry.

- Firefighter 1-3
 - Blanche Ely High School

Summary explanation and background of program :

The Fire Academy at Blanche Ely High School is a joint venture between Blanche Ely High School and the Pompano Beach Fire Rescue (“PBFR”). The curriculum will be taught by Certified Firefighter Instructors from PBFR.

The program content includes, but is not limited to, orientation to the fire service, fire alarms, communication, vehicles, apparatus and equipment, emergency medical responder and employability skills.

The number of student participants in the Program shall be determined by the City based on the number of staff, space availability and number of students enrolled in this Program.

Thereafter, upon successful graduation from the Blanche Ely High School Fire Academy, and as further consideration for use of the school premises, successful graduates shall be afforded priority in the enrollment for the Firefighter II class held at the Pompano Beach Regional Training Facility.

Breakdown of hours:

1.5-hour (90 minute) block for each day unless otherwise noted (such as Early Release Days and Professional Study Days) which is reflected on the Academic calendar August – April)

Adjunct instructors

Hours per academic year – 388

Hour Rate - \$35.00

Total Amount per academic year - \$13,580.00

District Discount - \$2,580.00

Final Total Amount per academic year - \$11,000.00

PBFR would be responsible for providing the following equipment & staff:

- Engine truck
- 2 ½ hoses and 1 ¾ hoses
- All apparatus adapters

- Ladders
- Misc. tools relating to the lesson plan of the day
- Instructors who have been employed with PBFR for a minimum of 6 years
- Instructors who have been approved by the Bureau of Fire Standards and Training (“BFST”)

If requested by SBBC, City shall provide an orientation for SBBC faculty prior to the commencement of the students clinical educational experiences.

Ely High School would be responsible for providing the following:

- A designated classroom with white board
- Dry eraser markers
- Students participating in the program will be required to wear the uniform of the program and an approved nametag while on City property
- All requisite textbooks

Student will be responsible for the purchasing and wearing the following:

- Class A Button up
- 2 T-Shirts (per year)
- One pair EMS pants (per year)
- Black Belt
- Black Boots (probably per year)
- 2 pairs PT shorts (must be dark blue or black- basketball length)
- Safety gloves

EXHIBIT B

RELEASE AND WAIVER

I, _____, in consideration for being allowed to enroll and participate in The School Board of Broward County, Florida's Introduction to Firefighting education program, hereby agree to sign this Release and Waiver.

Accordingly, I agree to, unconditionally release, waive, and discharge the City of Pompano Beach, its Commission members, employees, agents and servants, all hereafter referred to as "releasees", from all claims and causes of action, that I, my personal representatives, assigns, heirs and next of kin, may have for any loss, damage, or injury to person or property, whether caused by negligence, or otherwise, of the releasees. In addition, I agree to release the City of Pompano against all claims, demands, and actions arising out of either my own actions or involvement with the City of Pompano Beach, and/or the above listed educational programs.

I certify and warrant that I am in good health and physical condition and am able to participate in the above educational program.

I HAVE CAREFULLY READ THE FOREGOING RELEASE AND WAIVER AND KNOW THE CONTENTS THEREOF AND HAVE SIGNED THIS RELEASE AND WAIVER AS MY FREE ACT.

I expressly agree that this Release and Waiver is intended to be as broad and as inclusive as permitted by the laws of the State of Florida, and that if any portion thereof is held invalid, it is agreed that the balance shall notwithstanding, continue in full force and effect.

In Witness Whereof, I have executed this Release and Waiver on this _____ day of _____, 20____.

By: _____
(Signature of Parent/Guardian)

By: _____
(Printed Name of Parent/Guardian)

I have asked the Participant if he/she understood what is being signed.

WITNESS: _____
(Signature of Witness)

(Printed Name of Witness)

EXHIBIT C

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under the Agreement between The School Board of Broward County, Florida (“SBBC”) and the City of Pompano Beach, Florida (“City”), to keep confidential any information regarding City patients, as well as confidential information of the City. This includes all Protected Health Information (“PHI”). PHI is information which relates to the past, present or future physical or mental health or condition of an individual, and the provision of health care to an individual. PHI may be oral, written, electronic (i.e. computer transmission, faxes) or any other form of medium. The undersigned agrees, under penalty of law, not to reveal to any person or persons, except authorized clinical staff and associated personnel, any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of City, except as required by law or as authorized by City. The undersigned agrees to comply with any patient information privacy policies and procedures of School and City. The undersigned acknowledges his/her responsibility as required by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and agrees to comply with all of the requirements as contained in HIPAA.

Dated this _____ day of _____, 20__.

PROGRAM PARTICIPANT/FACULTY

SIGNATURE

PRINT NAME

WITNESS