

THIS FIRST AMENDMENT TO 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"),
having its principal place of business at
100 West Atlantic Blvd. Pompano Beach, FL 33060

RECITALS

A. **WHEREAS**, SBBC and CITY entered into an Agreement that commenced on June 13, 2023 and expires on June 30, 2026 ("Agreement"); and

B. **WHEREAS**, the CITY will provide an opportunity for students from BEHS to receive training in public safety education and career readiness to become future firefighters; and

C. **WHEREAS**, the Agreement permits two (2) additional one (1) year extension periods; and

D. **WHEREAS**, SBBC and CITY wish to exercise the first of the two (2) options to extend the Agreement term for a period of one (1) year from July 1, 2026 through June 30, 2027, and amend certain provisions of the Agreement through this First Amendment to Agreement ("First Amendment").

E. **WHEREAS**, pursuant to SBBC Policy 3800, III (D), as authorized by Florida Administrative Code Rule 6A-1.012, 11(b), the requirement for requesting competitive solicitations for commodities or contractual services from three or more sources is hereby waived as authorized by Section 1010.04(4)(a), Florida Statutes, for the purchase of educational services.

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:

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

2. **Term of Agreement.** Pursuant to section 2.01 of the Agreement, the term of the Agreement is hereby extended from July 1, 2026 (“Effective Date”) through June 30, 2027, unless terminated earlier pursuant to section 3.05 of the Agreement.

3. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

(a) The following provisions – sections 2.05, 2.06, 2.07 and Exhibit C - **replace** the respective provisions in the Agreement, by interlineation, as follows:

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:

1. 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.
2. For City’s Fire Academy Instructors to engage parents to inform them of student’s progress in the program.

(b) SBBC staff will provide City’s Fire Academy Instructors with access to the following education records that are available via the FOCUS Student Information System (SIS):

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/Completion of Hours

(c) Access to education records must be limited to information pertaining to the students served in the Program.

(d) In addition to the education records listed in this section, SBBC staff will provide the following completed documents containing education records to the CITY's Fire Academy instructors via hardcopy and/or encrypted email:

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

(e) SBBC students will input their quiz and test answers directly into Resource One platform (third party). The CITY's instructor will transfer the answers to FOCUS.

(f) 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.

(g) 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 the Confidentiality of Education Records.**

(a) Privacy. 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; and
2. Hold any education records in strict confidence and not use or re-disclose 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; and
3. 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, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and
4. Notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, City shall:

1. 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 employees 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; and
2. Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and
3. Notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of employee records by telephone at 754-321-0300, 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; and
4. Fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner; and
5. 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; and
6. Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law; and
7. 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
8. Purge education records from any media once the media is no longer in use or is to be disposed; and

9. Return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records 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.

(c) The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.07 **City Re-Disclosure of SBBC Education Records.** City is permitted to re-disclose the education records listed in this agreement (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.

In addition, the student quiz and test scores from the Resource One platform will be disclosed to the Bureau of Fire Standards and Training division of the State Fire Marshall for the purposes of certification.

Exhibit C – Confidentiality Statement (please see attached)

5. **Cost and Payment.**

(a) **Cost.** The cost to SBBC for the commodities and/or services under this First Amendment to Agreement is Eleven Thousand Dollars and 00/100 Cents (\$11,000.00).

(b) **Payment.** Upon receipt of an appropriate invoice from the CITY, SBBC shall pay the CITY for satisfactory commodities received and/or services rendered under this [First Amendment within thirty (30) calendar days after receipt of a proper invoice from the CITY.

6. **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents take precedence in this order:

- (a) this First Amendment to Agreement; then
- (b) the Agreement.

7. **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

8. **Authority.** Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to 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 First Amendment to Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Agreement upon the date of the last signature below.

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA


By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:



Nicole Vele GrayRobinson, P.A. as
Cadre Counsel for
Office of the General Counsel

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