

# **STUDENT RIDE SHARE AGREEMENT**

**No. 1547**

This Agreement made and entered into on \_\_\_\_\_ by Health Career Institute LLC and between City of Pompano Beach hereinafter referred to as "CITY", and Health Career Institute LLC, located at 1764 North Congress Avenue No. 203, West Palm Beach, FL 33409, a public limited liability company under the laws of the State of Florida, hereinafter referred to as "SCHOOL".

**Whereas** the parties hereto desire to enter a contractual arrangement providing for education and training of students in the Paramedic and Emergency Medical Technician (EMT) programs.

## **NOW THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:**

1. The School has undertaken to educate and train students in the Paramedic and EMT programs.
2. The programs shall be under the auspice of the School, as defined in Florida State Statute Chapter 401 and Administrative Code 64J-1, Training Program.
3. This agreement shall continue for three (3) year and may be renewed for additional three year terms by the written mutual consent of both parties. 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 the then enrolled students who shall have an opportunity to complete their program.

## **The School Further Agrees To:**

1. The School hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, the School 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 School and receive the training and certification required by Florida State Statute Section 401.2701 and Administrative Code 64J-1, Training Program.
3. Adhere to all policies and procedures established by CITY to include Exposure Control Plan for Blood Borne Pathogens and all related Infectious Control Policies.

4. Consult with the CITY designee selecting Field Internship experiences for the students of the program. However, the School acknowledges and hereby agrees that such clinical experiences shall ultimately be decided by CITY and as the circumstances may permit.

5. Provide a list of students and the dates for which such students are expected to participate in the Field Internship experiences to CITY.

6. The School shall ensure that each student provides 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

7. 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).

8. SCHOOL 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.

**CITY Further Agrees To:**

1. Provide the necessary facilities for clinical experiences for Paramedic and EMT instruction.

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

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

4. Provide for supervision at all times of students while participating in the clinical setting at CITY.

5. Any student of the SCHOOL that is an employee of the CITY, shall never be considered as an official member of the "crew" while participating as a student of the SCHOOL. CITY will assure that the normal staffing of a rescue unit will be maintained in an addition to the student.

**Both Parties Further Agree as Follows:**

1. 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.

2. 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.

3. To the extent permitted by law, the SCHOOL, shall indemnify and save harmless and defend CITY, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the SCHOOL, its students, agents, servants, or employees in the performance of services under this Contract. 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. The parties agree that the value of services provided by CITY under this Agreement and the benefits received by SCHOOL under same shall constitute specific consideration by SCHOOL for the indemnification to be provided herein. SCHOOL acknowledges and agrees that neither party would enter into this Agreement without this indemnification of CITY by SCHOOL.

4. 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.

5. 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. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. If any action, whether in law, equity or otherwise is brought for the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

6. CITY and the SCHOOL 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 written instrument executed by the parties.

7. 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.

8. 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 SCHOOL:       Health Career Institute LLC  
1764 North Congress Avenue # 203  
West Palm Beach, FL 33409

If to City:           City Manager  
100 West Atlantic Blvd  
Pompano Beach, FL 33060

9.     Public Records.

A.     The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The SCHOOL shall comply with Florida's Public Records Law, as amended. Specifically, the SCHOOL shall:

- I.     Keep and maintain public records required by the City in order to perform the service.
- II.    Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- III.   Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the SCHOOL does not transfer the records to the City.
- IV.    Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the SCHOOL, or keep and maintain public records required by the City to perform the service. If the SCHOOL transfers all public records to the City upon completion of the contract, the SCHOOL shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SCHOOL keeps and maintains public records upon completion of the contract, the SCHOOL shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B.     Failure of the SCHOOL to provide the above described public records to the City within a reasonable time may subject SCHOOL to penalties under 119.10, Florida Statutes, as amended.

## **PUBLIC RECORDS CUSTODIAN**

**IF THE SCHOOL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SCHOOL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

### **CITY CLERK**

**100 W. Atlantic Blvd., Suite 253**

**Pompano Beach, Florida 33060**

**(954) 786-4611**

**[RecordsCustodian@copbfl.com](mailto:RecordsCustodian@copbfl.com)**

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

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

12. By entering into this Contract, the SCHOOL becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." 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 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 SCHOOL, the SCHOOL may not be awarded a public contract for a period of 1 year after the date of termination.

13. This Agreement is not assignable and SCHOOL agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City'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 SCHOOL to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Agreement whereby City 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 SCHOOL's insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of SCHOOL hereunder shall immediately cease and terminate.

14. 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.

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.

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.

15. 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.

**THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK**

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

Attest:

**CITY OF POMPANO BEACH**

\_\_\_\_\_  
ASCELETA HAMMOND, CITY CLERK

By: \_\_\_\_\_  
REX HARDIN, MAYOR

(SEAL)

By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

"SCHOOL"

Witnesses:



Print Name: Ryan Bertalotto



Print Name: Ryan Miller

Health Career Institute LLC

By:   
Pedro C. Guzman, CEO

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 7 day of July, 2022, by Pedro C. Guzman as the CEO and President of Health Career Institute LLC a Delaware limited liability company authorized to do business in Florida on behalf of the company. she is personally known to me or who has produced N/A (type of identification) as identification.

NOTARY'S SEAL:



  
NOTARY PUBLIC, STATE OF FLORIDA

Dana Moritz  
(Name of Acknowledger Typed, Printed or Stamped)

HH 181660  
Commission Number

