

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, _____, 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

CITY OF CORAL SPRINGS
(hereinafter referred to as "Agency"),
whose principal place of business is
9551 West Sample Road
Coral Springs, Florida 33065

WHEREAS, SBBC is conducting educational programs through Criminal Justice, Emergency Medical Responder and Firefighting, for the purpose of providing skilled workers in the fields of service described in **Exhibit A (the "Program")** which is attached hereto and incorporated herein by reference; and

WHEREAS, the Agency has the clinical facilities necessary to assist in the provision of the said educational programs and desires to participate in the education programs for the benefit of the entire community; and

WHEREAS, the education of the student shall be the primary purpose of the program.

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 is 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**. Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **July 1, 2018** and conclude on **June 30, 2021**.

2.02 **Program Purpose.** The education of the student shall be the primary purpose of the program.

2.03 **Instruction and Curriculum.** SBBC shall be responsible, at its sole expense, for 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 through compliance with the guidelines established by the Florida Department of Education and within SBBC Policies and Procedures. All faculty provided by SBBC shall be duly licensed, certified or otherwise qualified to participate in the program. Neither SBBC or any participating student or faculty member shall interfere with or adversely affect the Agency's operations or the Agency's provision of health care services. Agency shall be responsible for the practical and/or clinical experience of the students enrolled in the Program.

2.04 **SBBC Disclosure of Education Records.**

- (a) SBBC shall provide Agency's Fire Instructors (the "teachers of record" for SBBC students) with access to the Pinnacle database (see 2.04 b for types of information accessed) for providing guidance, direction, supervision, and evaluation of students receiving their instruction. Access must be limited to information pertaining to the students served.
- (b) SBBC will provide Agency's Fire Instructors with access to the following education records on Pinnacle: student first and last 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.
- (c) SBBC will obtain written consent from each student's parent/guardian or student age 18 or older prior to disclosing or allowing access to the education records listed in 2.04 (b).

2.05 **AGENCY Confidentiality of Education Records.**

(a) Notwithstanding any provision to the contrary within this Agreement, AGENCY 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 Privacy Officer and/or 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) securely erase education records from any media once any media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

(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 dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) AGENCY shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to 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.

2.06 **Substitute Instructors.** SBBC shall at its sole expense, provide substitute instructors certified for Health Occupations Education in the event of teacher absence for clinical educational experiences or for the withdrawal of students from classroom activities.

2.07 **Telephone Consultation.** SBBC shall provide faculty or school administration for consultation with the agency by telephone at any given time during which students are on the Agency's premises without supervision by an instructor.

2.08 **Course Materials.** Upon request, SBBC shall provide the Agency copies of current course outlines, course objectives, curriculum, philosophy and a list of faculty and their qualifications.

2.09 **Educational Plan.** SBBC faculty will prepare an educational plan in conjunction with Agency staff prior to the placement of students with the Agency or prior to instruction by Agency at SBBC facility. The clinical experience to be provided to students shall be specified in writing and shall be based upon the needs of the student to satisfy the objectives of the program. The faculty shall be responsible for maintaining cooperative relationships with Agency staff. The Agency shall provide opportunities for participating students to observe and assist in various aspects of patient care. SBBC must obtain written consent of the parent or student age 18 prior to disclosing student educational plan information to Agency.

2.10 **Approval/Accreditation Status.** Through its administrators and faculty, SBBC shall maintain approval/accreditation status for those programs specified in **Exhibit B** which is attached hereto and incorporated herein by reference.

2.11 **Student Orientation.** The Agency shall provide an orientation for the students prior to the students' commencement of the clinical educational experiences. Participating students and faculty will be required by Agency to execute a Release and Waiver Agreement. If the student is a minor, the parent of the student must execute the Release and Waiver for Minor Child complying with the form attached hereto as **Exhibit C** and herein incorporated by reference. Otherwise, the student must execute the Release and Waiver complying with the form attached hereto as **Exhibit D** and herein incorporated by reference. Agency reserves the right to deny acceptance or terminate continued participation in the Program to any student(s) that refuses to execute a Hold Harmless Agreement.

2.12 **Student Evaluation.** Upon the request of SBBC, the Agency shall assist in the evaluation of student performance. However, SBBC shall be responsible for guidance, direction and supervision of students participating in the program. The Agency shall be responsible at all times for patient care. Fire Instructors from the City are the "teacher of record" for SBBC students they instruct pursuant to this agreement. SBBC shall provide fire rescue instructors from the City with access to the Pinnacle database, 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 rescue instructor shall only access information pertaining to those students in his/her class, and such access shall be 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 18 prior to disclosing student evaluation information to Agency.

2.13 **Patient Confidentiality.** SBBC and its participating students and faculty shall keep strictly confidential and hold in trust all confidential information of Agency and/or its patients and shall not disclose or reveal any confidential information to any third party without- the express prior written consent of the Agency. Participating students and faculty will be required by SBBC to execute a Confidentiality Statement substantially complying with the form attached hereto as **Exhibit E** 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 Agency'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 the Agency 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 persons to whom confidential information, patient information or protected health information would be provided without the express written consent of the Agency 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 shall be available to inspection upon reasonable notice to the Agency or any federal or state authority entitled to access to such information. The provisions of this section shall survive the expiration or termination of this Agreement.

2.14 **Number of Associated Students.** SBBC and the Agency agree that the determination of the number of students to be assigned to the Agency shall be a mutual decision based on a variety of factors including, but not limited to, staff, space availability and the number of students enrolled in the program.

2.15 **Program Uniforms.** SBBC shall require students participating in the educational program to wear the uniform of the program and approved nametag while on the Agency's premises.

2.16 **Students Are Not Agency Employees.** SBBC, its faculty and its students shall in no event become or be deemed to be employees, servants, agents, or volunteers of the Agency. Students shall be considered employees, servants, agents or volunteers of SBBC.

2.17 **Compensation.** SBBC shall pay VENDOR \$49,000 annually for services rendered under this Agreement within thirty (30) days of receipt of an invoice from the VENDOR. Each party shall perform the duties and responsibilities specified in this Agreement. However, participating students shall be treated by the Agency as trainees and shall have no expectation of receiving compensation or future employment from either party. Any courtesy appointments to Agency'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 meals while participating in the program.

2.18 **Discontinued Student Placement.** SBBC reserves the right to refuse or discontinue the placement of students if the Agency does not meet the professional educational requirements and standards of SBBC. The Agency 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 the Agency as determined by the Agency, following collaboration with SBBC personnel. The Agency reserves the right to immediately remove from its premises 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, subject to Article 2.13 above, only SBBC can dismiss a student from program participation.

2.19 **Infectious Diseases and Student Immunizations.** SBBC shall advise students of the risk of infectious diseases and that the Agency is not responsible for exposure to infectious diseases that occur beyond their reasonable control. SBBC shall verify that students have received immunizations for Measles, Mumps, Rubella (MMR) Diphtheria and Tetanus (OT) and have received annual screening for Tuberculosis. SBBC shall be responsible for compliance by participating students and faculty with the applicable regulations issued by OSHA and for the provision to participating students and faculty of (1) information and training about the hazards associated with blood and other potentially infectious materials; (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to blood borne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials; and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. SBBC must obtain written consent of the parent or student age 18 prior to disclosing any immunization information, verification or results to Agency.

2.20 **Personal Property.** The Agency shall not be responsible for the personal property belonging to SBBC, SBBC faculty or students participating in the program.

2.21 **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 Agency's premises. In no event shall the Agency be financially or otherwise responsible for said medical care and treatment.

2.22 **Emergency Health Care Services.** The Agency 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 Agency's premises. At the time of providing such services, the Agency shall accept assignment of the affected individual's insurance policy. The Agency shall not be responsible for costs involved in the provision of such services, the follow-up care, or hospitalization.

2.23 **Agency Accreditation/Licensure.** The Agency shall provide proof of its accreditation/licensure status to SBBC.

2.24 **Inspection of VENDOR's Records by SBBC.** AGENCY shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All AGENCY's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of AGENCY directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to AGENCY's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to AGENCY pursuant to this Agreement.

(b) **Notice of Inspection.** SBBC's agent or its authorized representative shall provide AGENCY reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to AGENCY's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) **Failure to Permit Inspection.** Failure by AGENCY to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any AGENCY's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by AGENCY in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by AGENCY. If the audit discloses billings or charges to which AGENCY is not contractually entitled, AGENCY shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, AGENCY shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by AGENCY to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to AGENCY pursuant to this Agreement and such excluded costs shall become the liability of AGENCY.

(g) Inspector General Audits. AGENCY shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.25 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**
Career, Technical, Adult and Community Education
The School Board of Broward County, Florida
1701 NW 23 Avenue
Fort Lauderdale, Florida 33311
- And a Copy To: **Curriculum Supervisor**
Career, Technical, Adult and Community Education
The School Board of Broward County, Florida
1701 NW 23 Avenue
Fort Lauderdale, Florida 33311
- With a Copy to: **Fire Chief**
Coral Springs Fire Academy
4180 NW 120th Avenue

Coral Springs, FL 33065

With a Copy to:

Police Chief
Coral Springs Police
2801 Coral Springs Drive
Coral Springs, FL 33065

With a Copy to:

City Attorney
9551 West Sample Road
Coral Springs, FL 33065

2.26 **Background Screening.** AGENCY agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) 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. This background screening will be conducted by SBBC in advance of AGENCY or its personnel providing any services under the conditions described in the previous sentence. AGENCY 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 to maintain the fingerprints provided with respect to AGENCY and its personnel. The parties agree that the failure of AGENCY to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, AGENCY 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 AGENCY's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or AGENCY of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

2.27 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. AGENCY shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, AGENCY shall provide SBBC with a copy of any requested public records or to allow the requested public 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. AGENCY shall 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 Agreement's term and following completion of the Agreement if AGENCY does not transfer the public records to SBBC. Upon completion of the Agreement, AGENCY shall transfer, at no cost, to SBBC all public records in possession of AGENCY or keep and maintain public records required by SBBC to perform the services required under the Agreement. If AGENCY transfers all public records to SBBC upon completion of the Agreement, AGENCY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If AGENCY keeps and maintains public records upon completion of the Agreement, AGENCY shall meet all applicable requirements for

retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

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, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.28 **Indemnification**. Each party agrees to be fully responsible 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. 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.

2.29 **Agency Insurance**. The Agency 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 the Agency if the Agency possesses sovereign immunity.

2.30 **Insurance Requirements**. Each party acknowledges without waiving its right of sovereign immunity as provided by Section 768.28 Florida Statutes, that each party is self-insured for general liability under Florida Statutes with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature. City further acknowledges to maintain, at its sole discretion, Specific Excess General Liability in the amount of \$1,000,000 combined single limit per occurrence, solely for any liability resulting from entry of a claims-bill pursuant to Section 768.28(5) Florida Statutes, or liability imposed pursuant to Federal Law.

(a) **Professional Liability/Errors & Omissions**. AGENCY shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(b) **Self-insured Worker's Compensation Insurance with Florida statutory benefits in accordance with Chapter 440, Florida Statutes, including Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).**

(c) **Automobile Liability Insurance: Each party shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in an amount of not less than One Million Dollars (\$1,000,000) per occurrence Combined Single Limit for Bodily Injury and Property Damage.**

(d) **Verification of Coverage**. Proof of the required insurance must be furnished by AGENCY to SBBC's Risk Management Department by Certificate of Insurance within fifteen

(15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit AGENCY to remedy any deficiencies. AGENCY must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(e) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

- 1) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 2) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(f) Cancellation of Insurance. AGENCY is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(g) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

2.31 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.

2.32 Annual Appropriation. The performance and obligations of SBBC under this Agreement shall be 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 shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.33 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.

2.34 Incorporation by Reference. Exhibits A, B, C, D and E attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

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 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.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. 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 shall be 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 shall at all times be 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 shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be 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, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall 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) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be 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 shall preclude 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 canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be 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 shall have 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, title to such property shall pass to SBBC, and 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 obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be 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 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 shall have 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 shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure 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 assignments of 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.** In the event that 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 shall not affect the remaining portions of this Agreement and the same shall 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 herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was 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 shall be 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 shall not be deemed 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 shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be 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, 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 **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 shall survive the termination of this Agreement.

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

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

3.21 **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.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Nora Rupert, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR AGENCY:

(Corporate Seal)

CITY OF CORAL SPRINGS

ATTEST:

_____, Secretary

-or-

Witness

Witness

By _____

Name _____

Title _____

**The Following Notarization is Required for Every Agreement Without Regard to
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of
_____, 20__ by _____ of

Name of Person

_____, on behalf of the corporation/agency.

Name of Corporation or Agency

He/She is personally known to me or produced _____ as
identification and did/did not first take an oath. Type of Identification

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

EXHIBIT A

The School Board of Broward County through Health Science Education, Law and Public Safety Education, is conducting the following educational programs for the purpose of providing skilled workers for the Health Service Industry:

EMERGENCY MEDICAL RESPONDER	INTRODUCTION TO FIREFIGHTING
CRIMINAL JUSTICE OPERATIONS	

EXHIBIT B

Through administrators and faculty maintain approval/accreditation status for:

Firefighter 1, Bureau of Fire Standards and Training

First Responder, Florida Department of Health

State Officer, Florida Department of Law Enforcement

EXHIBIT C

RELEASE AND WAIVER FOR MINOR CHILD

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN
PURSUANT TO SECTION 744.301, FLORIDA STATUTES

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE
AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A
POTENTIALLY DANGEROUS ACTIVITY.

YOU ARE AGREEING THAT EVEN IF THE CITY OF CORAL
SPRINGS USES REASONABLE CARE IN PROVIDING THIS
ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE
SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS
ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS
INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED
OR ELIMINATED.

BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S
RIGHT AND YOUR RIGHT TO RECOVER FROM THE CITY OF
CORAL SPRINGS IN A LAWSUIT FOR ANY PERSONAL INJURY,
INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY
DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A
NATURAL PART OF THE ACTIVITY.

YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND
THE CITY OF CORAL SPRINGS HAS THE RIGHT TO REFUSE TO
LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS
FORM.

(BALANCE OF PAGE INTENTIONALLY LEFT BLANK)

In consideration of the City of Coral Springs granting my child permission to participate in the School Board of Broward County's Emergency Medical Responder, Introduction to Firefighting, and/or Criminal Justice Operations educational program(s), I, _____ (parent/guardian) give permission for my minor child, _____, to participate in the above activity and hereby agree to sign this Release and Waiver.

Accordingly, I, both individually and in the representative capacity of my child, agree to unconditionally release, waive, and discharge the City of Coral Springs, its Commission members, employees, agents, and servants, all hereafter referred to as "releasees," from all claims and courses 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 the negligence, or otherwise of the releasees. In addition, I agree to release against all claims, demands, and actions arising out of either my own and/or my minor child's actions or involvement with the City of Coral Springs, and/or the above listed educational programs.

I certify and warrant that my minor child is in good health and physical condition and is able to participate in the above activity.

Additionally, I agree that my minor child will adhere to all applicable rules and regulations of the City of Coral Springs.

I have carefully read the foregoing release and waiver, including the statutory notice on the first page, and know the contents thereof. I understand the contents of this Release and Waiver and I am signing this Release and Waiver as my own 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 _____, 20__.

By: _____
(Signature of Parent/Guardian)

By: _____
(Printed Name of Parent/Guardian)

WITNESS: _____
(Signature of Witness)

(Printed Name of Witness)

EXHIBIT D

RELEASE AND WAIVER

I _____, in consideration for being allowed to enroll and participate in the School Board of Broward County's Emergency Medical Responder, Introduction to Firefighting, and/or Criminal Justice Operations educational program(s), hereby agree to sign this Release and Waiver.

Accordingly, I agree to unconditionally release, waive, and discharge the City of Coral Springs, its Commission members, employees, agents, and servants, all hereafter referred to as "releasees," from all claims and courses 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 the negligence, or otherwise of the releasees. In addition, I agree to release against all claims, demands, and actions arising out of either my own actions or involvement with the City of Coral Springs, and/or the above listed educational programs.

I certify and warrant that my minor child is in good health and physical condition and is able to participate in the above activity.

I HAVE CAREFULLY READ THE FOREGOING RELEASE AND WAIVER AND KNOW THE CONTENTS THEREOF AND HAVE SIGNED THIS RELEASE AND WAIVER AS MY OWN 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 _____, 20__.

By: _____
(Participant)

By: _____
(Printed Name of Participant)

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

WITNESS: _____
(Signature of Witness)

(Printed Name of Witness)

EXHIBIT E

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 Coral Springs ("Agency"), to keep confidential any information regarding Agency patients, as well as all confidential information of Agency. 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, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual. PHI may be oral (verbal), written, electronic (i.e. computer transmission, faxes) or any other form or 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 Agency, except as required by law or as authorized by Agency. The undersigned agrees to comply with any patient information privacy laws, policies and procedures of School and Agency. The undersigned further acknowledges that he or she has reviewed and/or has been instructed on the Agency's patient information privacy practices in its entirety and has had an opportunity to ask questions regarding Agency's privacy policies and procedures and privacy practices. The undersigned acknowledges its 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:

SIGNATURE

PRINT NAME

WITNESS