

## AGREEMENT

THIS AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2020, 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 MIRAMAR**  
(hereinafter referred to as "City"),  
whose principal place of business is  
2300 Civic Center Place, Miramar, Florida 33025

WHEREAS, SBBC is conducting educational programs through Health Science Education for the purpose of providing skilled workers for the health service industry in the fields of service described in **Exhibit A**, attached hereto and incorporated herein by reference; 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 entire 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.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement commences on the date fully executed by all parties and concludes three (3) years after the execution date.

2.02 **Program Purpose.** The education of the student is the primary purpose of the Firefighter Academy (the "Program"). The Program prepares students to provide initial care to sick or injured persons taught by certified first responder personnel.

2.03 **Instruction and Curriculum.** SBBC is 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 in compliance with the guidelines established by the Florida Department of Education and within SBBC Policies and Procedures. All faculty provided by SBBC must be duly licensed, certified or otherwise qualified to participate in the Program. Neither SBBC nor any participating student or faculty member shall interfere with or adversely affect the City's operations or the City's provision of health care services. The City is 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 City's Fire Academy Instructors (the teachers of record for SBBC students) with access to the Pinnacle database (see list below 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 in the Program.

SBBC will provide City's Fire Academy Instructors with access to the following education records that are available through 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
- (b) Education records not accessed through Pinnacle that may be disclosed upon request are student evaluation information, criminal background check results and drug screening results. Access must be limited to information pertaining to the students served in the Program.

- (c) SBBC will obtain written consent from each student's parent/guardian or student age 18 years or older prior to disclosing the education records listed in this section. All forms and attachments (**Exhibits B, C, and E**) included in this Agreement will be given directly to City.

**2.05 City 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 years 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](mailto: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) City 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 **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.

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

2.08 **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.** Participating students must execute a Hold Harmless Agreement complying with the form attached hereto as **Exhibit C**, and incorporated herein by reference. City 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.

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

2.10 **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 employed or contracted by City.

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

2.12 **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.

2.13 **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 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 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 persons 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. The provisions of this section shall survive the expiration or termination of this Agreement.

2.14 **Number of Assigned Students.** SBBC and City agree that the determination of the number of students to be assigned to City will be in City's discretion, 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 City's premises.

2.16 **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. Students shall be considered employees, servants, agents, or volunteers of SBBC.

2.17 **Compensation.** SBBC shall pay City Eleven Thousand Dollars (\$11,000) annually for services rendered under this Agreement within thirty (30) calendar days after receipt of a proper invoice from City. Participating students shall be treated by City as trainees and shall have no expectation of receiving compensation or future employment from either party. 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.

2.18 **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.

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

2.20 **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 or otherwise responsible for said medical care and treatment.

2.21 **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 services, the follow-up care, or hospitalization.

2.22 City Accreditation/Licensure. Upon request, City shall provide proof of its accreditation/licensure status to SBBC.

2.23 Inspection of Insert Name's Records by SBBC. City shall establish and maintain books, records, and documents (including electronic storage media) related to this Agreement. All of City's Records, regardless of the form in which they are kept, must be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC agent or its authorized representative. For the purpose of such audits, inspections, examinations, evaluations, and/or reproductions, SBBC's agent or authorized representative must have access to City's Records from the effective date of this Agreement, for the duration of the term of the 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 City's pursuant to this Agreement. SBBC's agent or its authorized representative shall provide City with reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation, and/or reproduction. SBBC's agent or its authorized representative must have access to City's facilities and to any and all records related to the Agreement and must be provided adequate and appropriate workspace in order to exercise the rights permitted under this section. City 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.

2.24 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.

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  
Office of Academics  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Curriculum Supervisor, Health Science  
Career, Technical, Adult and Community Education  
The School Board of Broward County, Florida  
1701 Northwest Twenty-Third Avenue  
Fort Lauderdale, Florida 33311

To City: City Manager  
City of Miramar  
2300 Civic Center Place  
Miramar, Florida 33025

With a Copy to: Fire Chief  
City of Miramar Fire Rescue  
14801 Southwest 27th Street  
Miramar, Florida 33027

With a Copy to: City Attorney  
Weiss Serota Helfman Cole & Bierman, P.L.  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, Florida 33301

2.26 **Criminal Background Check and Drug Screening.** All health science, emergency medicine, firefighting and criminal justice education students, as well as the practical nursing students who participate in a clinical experience at a hospital, nursing home, or other clinical facility, must take and successfully pass a criminal background check and a ten-panel drug screening test. In accordance with the reemployment regulations and guidelines of the hospital, nursing home, clinical facility, or rescue station students may be denied Program entrance. The results of the criminal background check and drug screening tests will be discussed with the student and his/her parent or guardian, if required. SBBC must obtain written consent from the parent/guardian or student age 18 years or older prior to disclosing criminal background check and drug screening results to City.

2.27 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. City 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, City 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. City 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 City does not transfer the public records to SBBC. Upon completion of the Agreement, City shall transfer, at no cost, to SBBC all public records in possession of City or keep and maintain public records required by SBBC to perform the services required under the Agreement. If City transfers all public records to SBBC upon completion of the Agreement, City shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If City keeps and maintains public records upon completion of the Agreement, City 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, [RECORDREQUESTS@BROWARDSCHOOLS.COM](mailto:RECORDREQUESTS@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 **Professional Liability Insurance Coverage.** SBBC shall provide City proof of professional liability insurance coverage with a minimum of \$1,000,000/\$3,000,000 for each student and faculty member. Students are required to be covered by their own health or accident insurance.

2.30 **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.

2.31 **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 if 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.

2.32 **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.

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

2.34 **Hold Harmless.** SBBC agrees to advise all faculty and students that the City requires each student to sign the Hold Harmless Agreement before participating in the Program.

SBBC shall ensure that its faculty and students execute the Hold Harmless Agreement attached hereto as **Exhibit C** to this Agreement. SBBC shall provide all executed faculty and student Hold Harmless Agreements to the City prior to any faculty and/or student participation pursuant to this Agreement.

### **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 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 will be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein can 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, if either party is in default of its obligations under this Agreement, the non-defaulting party must provide to the defaulting party thirty (30) days' written notice to cure the default. However, if 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 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) 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 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 will 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 must 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 will be deemed to be abandoned, title to such property will 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 are payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement is 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 must 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 will be 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 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 will 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 will not affect the remaining portions of this Agreement and the same will 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 will 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 will 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 will only be effective as to the specific instance for which it is obtained and will not be deemed 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, 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 will 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 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 will be deemed to be an original, but all of which, taken together, 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.

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

**FOR SBBC:**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Donna P. Korn, 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 CITY:**

(Corporate Seal)

CITY OF MIRAMAR

ATTEST:

*Denise A. Gibbs*  
Secretary

-or-

By *Vernon E. Hargray*

Print Name: Vernon E. Hargray

Title: City Manager

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**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 Florida

COUNTY OF Broward

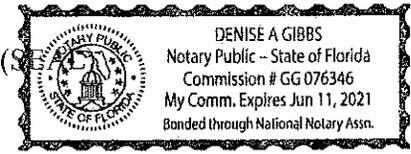
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 3<sup>rd</sup> day of June 2020 (date) by Vernon E. Hargray, City Mgr (name of officer or agent, title of officer or agent) of City of Miramar (name of corporation acknowledging), a Florida, municipality (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification and who  did/ did not first take an oath this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

My Commission Expires: 6/11/2021

*Denise A. Gibbs*  
Signature – Notary Public

Denise A. Gibbs  
Notary's Printed Name

GG076346  
Notary's Commission No.



## **EXHIBIT A**

The School Board of Broward County, Florida 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 Science/Medical Industry.

- FIREFIGHTING 1-3
  - Everglades High School

**[THIS SPACE INTENTIONALLY BLANK]**

**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 Miramar, Florida, 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 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 Miramar, Florida, 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 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: \_\_\_\_\_  
(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**

**REQUEST FOR PERMISSION TO RIDE AS AN OBSERVER  
AND  
HOLD HARMLESS AGREEMENT**

The undersigned being over the age of eighteen, does hereby request the Miramar Fire-Rescue Department permission to ride solely as an observer in an authorized Miramar Fire-Rescue Department motor vehicle. This observation is for the purpose of educational benefit. If permission is granted, I hereby agree at all times to obey all instructions, orders and directives given me by the officer or officers in command whether it be in or at the fire station, on any fire department vehicle or any incident scene. I fully realize and appreciate the basic nature of fire department work and the possibility that situations will arise which might result in exposure to danger or physical harm or injury, including, but not limited to, motor vehicle accidents. I nevertheless freely and voluntarily accept these risks. I further agree to keep confidential anything which I may observe when requested to do so by members of the Miramar Fire-Rescue Department. Additionally, I understand that I cannot take any photographs, video or other imaging (analog or digital) without the express written consent of the Fire Chief or their designee. I further understand and agree that any medically related patient information shall not be disseminated in any form under penalty of law (HIPAA). Finally, I understand that the privilege of riding as an observer may be terminated at any time without notice by the Miramar Fire-Rescue Department.

WHEREOF, in consideration of the educational benefit to be received and the granting of the above request, I hereby agree to hold the City of Miramar, Florida, its Commission, the Miramar Fire-Rescue Department and its Fire Chief, City of Miramar, Florida employees, agents and servants harmless from any and all liability to me for bodily injury or property damage whether proximate or remote, sustained during the period of time I may be in the capacity of an observer as aforesaid.

_____	_____	_____
(Print Name)	(Home Address)	(Telephone Number)
_____	_____	_____
(Signature)	(City)	(State, Zip)
_____	_____	_____
(Age)	(Date of Birth)	(Occupation)
_____	_____	_____
(Fire Department Witness – Print)	(Witness – Signature)	(Rank)

Approved: \_\_\_\_\_ For \_\_\_\_\_  
(Deputy Fire Chief – Print & Signature) (Date and Time Period)

Unit Assigned: \_\_\_\_\_

## EXHIBIT D

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 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 Miramar, Florida ("City"), to keep confidential any information regarding City patients, as well as all confidential information of 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, the provision of health care to an individual. PHI may be in 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 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 further acknowledges that he or she has viewed a videotape regarding City's patient information privacy practices in its entirety and has had an opportunity to ask questions regarding City's and School'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/FACULTY

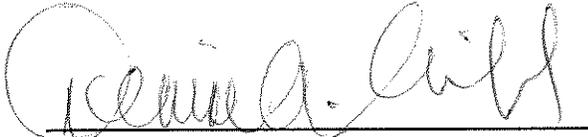
\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

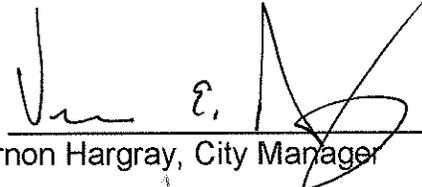
\_\_\_\_\_  
WITNESS

**CITY OF MIRAMAR, FLORIDA**

ATTEST:



Denise A. Gibbs  
City Clerk

By:  RP  
Vernon Hargray, City Manager

Dated: 6/3/2020

Approved as to legal form and  
Sufficiency for the use of and reliance  
by the City of Miramar only:

  
\_\_\_\_\_  
City Attorney

Austin Pamies Norris Weeks Powell, P.L.L.C.

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

City of Miramar

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

Local Government

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2300 Civic Center Place

6 City, state, and ZIP code

Miramar, FL 33025

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See specific instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					

OR

Employer identification number									
5	9	-	6	0	1	9	7	6	2

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

2/5/18

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.