



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2020-03-03 10:05 - School Board Operational Meeting	Special Order Request	<input type="radio"/> Yes	<input checked="" type="radio"/> No
ITEM No.:	AGENDA ITEM	Time		
I-5.	ITEMS			
	CATEGORY			
	I. OFFICE OF THE SUPERINTENDENT			
	DEPARTMENT	Open Agenda		
	Atlantic Tech College & Tech High Sch	<input type="radio"/> Yes	<input checked="" type="radio"/> No	

TITLE:
 Agreement between City of Miramar, Florida and The School Board of Broward County, Florida

REQUESTED ACTION:
 Approve the New Agreement between City of Miramar, Florida and The School Board of Broward County, Florida regarding EMT Ride Along Program. The term of this agreement shall begin on the date it is fully executed by both parties and conclude on December 31, 2024.

SUMMARY EXPLANATION AND BACKGROUND:
 The School Board of Broward County, Florida partners with the City of Miramar regarding Emergency Medical Technician (EMT) ride along program. Students who are enrolled in the Broward Fire Academy program at McFatter Technical College the opportunity to participate in clinical learning experiences. See **Supporting Docs for continuation of Summary Explanation and Background.**
 This Agreement has been reviewed and approved as to form and legal content by the office of the General Counsel.

SCHOOL BOARD GOALS:
 Goal 1: High Quality Instruction
 Goal 2: Safe & Supportive Environment
 Goal 3: Effective Communication

FINANCIAL IMPACT:
 There is no financial impact to the District.

EXHIBITS: (List)
 (1) Summary Explanation and Background (2) City of Miramar Exec Summary (3) City of Miramar Agreement

BOARD ACTION:
APPROVED
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:	
Name: Valerie S. Wanza	Phone: 754-321-3838
Name: Robert B. Crawford	Phone: 754-321-5103

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
 Senior Leader & Title

Valerie S. Wanza - Chief School Performance & Accountability Officer
 Signature
Valerie S. Wanza
2/18/2020, 2:04:24 PM

Approved In Open Board Meeting On: **MAR 03 2020**
 By:
 School Board Chair

Summary Explanation and Background

This districtwide agreement supports the instructional programs provided by Broward County Public Schools that are necessary to meet Florida Department of Education mandated student performance standards. This agreement also addresses the requirements of regulatory agencies for students to qualify for certification/licensure.

In accordance with a School Board request, the Broward Technical Colleges administer surveys to aid in measuring the effectiveness of the clinical experience. These surveys will be completed by students, Health Science Education teachers, and select staff of the facility. The results for the surveys are used to make recommendations for modifying clinical agreements that will strengthen the student's job-site experience and the overall Health Science Education Program.

EXECUTIVE SUMMARY

Below is an executive summary for the agreement between City of Miramar, Florida Agreement with The School Board of Broward County, Florida regarding EMT Ride Along Program which supports the academic and personal enrichment of students in Broward County Public Schools.

Grant Program	N/A
Status	New clinical agreement
Funds Requested	N/A
Financial Impact Statement	There is no financial impact to the District.
Schools Included	McFatter Technical College
Managing Department/School	Office of School Performance and Accountability
Source of Additional Information	Dr. Valerie S. Wanza 754-321-3838 Robert B. Crawford 754-321-5103
Project Description	<p>The School Board of Broward County, Florida is partnering with City of Miramar, Florida regarding EMT Ride Along which provides internship experiences necessary to meet the Florida Department of Education student performance standards for Health Science Education programs. This agreement benefits students from McFatter Technical College by allowing them the opportunity to apply content classroom theory to relevant clinical experiences at this facility. This agreement allows for McFatter Technical College students enrolled in a Health Science Education Program to benefit from the approval of this agreement.</p> <p>This agreement addresses the requirements of regulatory agencies for students to qualify for certification/licensure examinations upon program completion.</p>
Evaluation Plan	Surveys to be completed by students, Health Science Education teachers and select staff of the facility to measure the effectiveness of the clinical experience.
Research Methodology	Curriculum Frameworks and Program of Study as delineated by the Florida Department of Education for program completion.

CITY OF MIRAMAR, FLORIDA
AGREEMENT WITH THE SCHOOL BOARD
OF BROWARD COUNTY, FLORIDA
REGARDING EMT RIDE ALONG PROGRAM

This Agreement ("Agreement") is entered into this 3rd day of March 2020, between the City of Miramar, Florida, a Florida municipal corporation, located at 2300 Civic Center Place, Miramar, Florida 33025 ("City") and The School Board of Broward County, Florida ("SBBC"), shall collectively be referred to as the "Parties".

WITNESSETH:

WHEREAS, SBBC desires that students enrolled in its Emergency Medical Technician program obtain clinical experience at the City; and

WHEREAS, the City is offering to provide the necessary facilities for such clinical experience in recognition of the need to educate health-related personnel.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, City and SBBC agree as follows:

Section 1. Recitals:

The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Services and Responsibilities:

2.1 The City agrees to accept SBBC's students as determined by mutual consultation, and to make available, as practical, facilities to SBBC in order to provide necessary clinical experiences in the EMT Ride Along Program (the "Program"). SBBC shall be responsible, at its sole expense, for the provision of classroom instruction, selection of students, establishment of instructional curriculum, maintenance of records, evaluation of programs, and all educational experiences, through an employed instructor. All instructors 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 City's operations or City's provision of health care services.

2.2 The observation of emergency medicine and performance of certain skills shall be the primary purpose of the Program.

2.3 SBBC shall provide faculty or administrators for consociation with the City, by telephone, at any given time during which students are on the City's premises.

2.4 At the request of SBBC, the City shall assist in the evaluation of student performance. SBBC will provide the City any paperwork necessary to track the student's progress for each day they ride.

2.5 SBBC and its participating students and faculty shall keep strictly confidential and hold in trust all confidential information of City and its patients and shall not disclose or reveal any confidential information to any third party without the express written consent of the City. Participating students and

faculty will be required to execute a Confidentiality Statement substantially complying with the form attached hereto and incorporated herein as **Exhibit A**. Participating student and SBBC faculty will receive City's patient information privacy policies and procedures prior to executing City's Confidentiality Statement (**Exhibit A**).

2.6 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 re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of a student or a student age 18 or older 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 provide same 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 student's 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 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 as a contact in resolving obligations associated with a security breach of confidentiality of education records; and
 - 11) securely erase education records from any media once that media is no longer in use by termination of this Agreement or by disuse and/or disposal of the equipment; 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 the 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, 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 obligations existing under this Agreement.

2.7 SBBC and City agree that the determination of the number of students to be assigned to the City shall be a mutual decision based on a number of factors, including but not limited to staffing, space availability and the number of students enrolled in the Program.

2.8 SBBC shall submit to City, on the fifteenth (15th) of each month, a schedule listing the students that will be participating in the Program for the following month. Students shall not be permitted to participate unless they have been listed on the schedule to do so, unless the City waives such requirement, in City's sole discretion. SBBC can submit the schedule on **Exhibit B** attached hereto and incorporated herein or another format approved by the City.

2.9 SBBC shall ensure that each participant in the Program executes the Acknowledgment, Release; Waiver and Indemnification Agreement, prepared by the City, as set forth on the form attached hereto and incorporated herein as **Exhibit C**.

2.10 SBBC is responsible for executing all of the required paperwork and verifying that the paperwork has been fully and accurately completed according to the Agreement. SBBC will maintain file(s) of all required documentation. The City has the right to audit the files at any time and verify that the documentation is complete. In the event that the paperwork is incomplete, the City has the right to IMMEDIATELY STOP all scheduled field rides and prohibit scheduling of any additional dates until the violations have been corrected to the satisfaction of the City. In the event an injury, possible injury or other incident occurs to a student while on a ride time, SBBC will provide the City with the required completed documentation within three (3) business days.

2.11 SBBC shall require students to be well-groomed and conform to the uniform requirements at all times while participating in the Program while on City premises. SBBC will provide a copy of a uniform and grooming policy to the City and to each of the participants.

2.12 SBBC faculty and students shall in no event become or be deemed to be employees, servants, agents, or volunteers of the City.

2.13 City obtains the right to send a student home if the student is late for the start time, fails to follow proper grooming and uniform policies, or fails to display appropriate behavior.

2.14 The City will provide SBBC students with the opportunity to ride beginning at 08:00 hours though to the latest time of 20:00 hours. At times, incidents may prevent the City from being able to return the student participant to the station at the designated completion time. and the City will not be held liable for any instances resulting from such delays.

2.15 Students and faculty shall pay for their own meals while participating in the Program.

2.16 City shall not be responsible for the personal property of SBBC, its faculty, or its students.

2.17 All student participants shall pass a medical examination and provide the school with proof of vaccinations prior to their participation in the Program. SBBC will be responsible for verifying proper documentation and maintaining records.

- a) Proof of Tuberculin skin test or documentation as a previous positive reactor; and
- b) Proof of Measles, Mumps, Rubella and Rubeolla vaccination; and
- c) Proof of Hepatitis B vaccination

SBBC and/or the student participants shall be responsible for arranging for the student's medical care and or treatment expenses, if necessary, including transportation in the event of illness or injury while participating in the Program at the City's premises. In no event shall the City be financially or otherwise responsible for such medical care or treatment expenses,

2.18 The City, if possible, 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. The City shall in no way be responsible for costs involved in the provision of such services, the follow up care, or hospitalization.

2.19 All student participants shall pass a criminal background check and including Background Screening. SBBC will be responsible for verifying proper documentation and maintaining records.

2.20 SBBC agrees to provide the City employees with a minimum of eight (8) single class scholarships per year.

2.21 SBBC's Disclosure of Education Records.

- a) SBBC will provide the following Education Records to the City.
 - 1) Educational Plan - Including student name, contact information and learning objectives.
Purpose: To provide the City with guidelines for training students.
 - 2) Student Immunization Records and Annual Physical Results – Proof of Tuberculin skin test or documentation as a previous positive reactor; and Proof of Measles, Mumps, Rubella and Rubeolla vaccination and Proof of Hepatitis B vaccination
Purpose: City requires proof of immunizations and overall good health of student prior to entry in the clinical site.
 - 3) Criminal Background Check – Including Level 2 Background Screening.
Purpose: City requires background check prior to entry in the clinical site.

- 4) Drug Screening – Including 10-Panel drug screening results.

Purpose: City requires drug screening prior to entry in the clinical site.

- 5) Monthly Student Ride Schedule, including Students' first and last names, month, station, and day (please see **Exhibit B**).

Purpose: For advanced planning of program activities.

- b) Consent Requirement.

SBBC shall obtain written consent from the parent/guardian or student age 18 or over before disclosing any education records listed in this section.

Section 3. Non-Discrimination:

Both parties shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. Both parties shall affirmatively comply with all applicable provisions of federal, state and focal equal employment laws, and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

Section 4. 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.

Section 5. Insurance:

5.1 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 state law with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary wavier limits that may change and be set forth by the legislature. Self-insurance and/or insurance requirements shall not relieve or limit the liability of either party, except to the extent provided by, Section 768.28, Florida Statutes.

5.2 This Agreement shall not be deemed approved until SBBC has obtained all insurance required under this section and has supplied the City of Miramar with evidence of such coverage in the form of a Certificate of Insurance. The City of Miramar shall approve such certificates.

5.3 ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A per Best's Key Rating Guide; be licensed to do business in Florida. SBBC shall be responsible for all deductibles and self-insured retentions on their liability insurance policies,

5.4 All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused, until at least thirty (30) calendar days' written notice has been given to the City by

certified mail. This Agreement shall become immediately null and void in the event that SBBC fails to meet the requirements of this Insurance provision.

5.5 ASSURED means not only the NAMED ASSURED as stated on the Declarations Page of the City's insurance policy, but also includes any past, present or future officials, members of boards or commissions, trustees, directors, officers, partners, volunteers or employees of the NAMED ASSURED while acting within the scope of their duties as such and any person, organization, trustee or estate to whom the NAMED ASSURED is obligated by virtue of a written contract or agreement to provide insurance such as is offered by this policy, but only in respect of operations by or on behalf of the NAMED ASSURED.

Section 6. Term:

This Agreement shall commence on the date that it is fully executed by both parties and conclude on December 31, 2024, unless terminated sooner as provided in Paragraph 7 below.

Section 7. Termination:

This Agreement may be terminated immediately for cause upon written notice to the other party, and for convenience upon thirty (30) calendar days' written notice to the other party.

Section 8. Notice:

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

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

With a Copy to: Principal
Atlantic Technical College
The School Board of Broward County, Florida
4700 Coconut Creek Parkway
Coconut Creek, Florida 33063

To City: Robert Palmer
Fire Chief
14801 SW 27th Street
Miramar, Florida 33027
(954) 602-4812

Section 9. City Attorney Approval:

The City Attorney has approved the standard preprinted terms and conditions set forth in this Agreement as to form and legal sufficiency. Accordingly, no modification of these terms and conditions shall be binding upon City unless they are specifically endorsed and approved by the City Attorney.

Section 10. Non- Compliance:

In the event that SBBC fails to comply with any of the provisions of this Agreement, City may terminate this Agreement pursuant to paragraph 7.

Section 11. Compliance with Laws:

In performing its duties, responsibilities and obligations pursuant to this Agreement, each party shall comply with all applicable federal and state laws, codes, rules and regulations.

Section 12. Amendments and Assignment:

12.1 This Agreement constitutes the entire agreement between SBBC and City, and all negotiations and oral understandings between the parties are merged herein.

12.2 No modification, amendment or alteration of the terms and conditions contained herein shall be effective unless contained in a written document, executed with the same formality and of equal dignity herewith.

12.3 SBBC shall not transfer or assign the performance of services called for in this Agreement without the prior written consent of the City.

Section 13. Consent to Jurisdiction:

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of or relating to, this Agreement. Venue of any action to enforce this Agreement shall be exclusively in Broward County, Florida. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

Section 14. Headings. Conflict of Provisions, Waiver or Breach of Provisions:

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

Section 15. Severability:

If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

Section 16. 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.

Section 17. 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 is a result of 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.

Section 18. 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 contract.

Section 19. Records:

19.1 SBBC acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts, pursuant to the provisions of Chapter 119, Florida Statutes. SBBC agrees to maintain public records in SBBC's possession or control in connection with SBBC's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. SBBC shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

19.2 Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City in the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, SBBC, whether finished or unfinished, shall become the property of City and shall be delivered by SBBC to the City Manager, at no cost to the City, within thirty (30) calendar days of termination of this Agreement. All such records stored electronically by SBBC shall be delivered to the City in a format that is compatible with the City's information technology systems. Upon termination of this Agreement, SBBC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Contractor shall be withheld until all documents are received as provided herein. SBBC's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

19.3 Any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession

upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

Section 20. 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.

Section 21. 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.

Section 22. 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.

Section 23. 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.

Section 24. 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.

Section 25. 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.

Section 26. Binding Effect:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City through its City Manager, authorized to execute same by the City Commission of the City of Miramar, and by SBBC.

FOR CITY


ATTEST:

CITY OF MIRAMAR

By: 

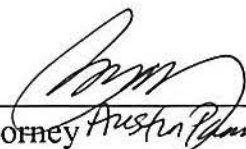
Vernon E. Hargray
City Manager

ATTEST:


Denise Gibbs, Denise A. Gibbs
City Clerk

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

By:


City Attorney Austin Thomas Norris *Norris Neck PLLC*
Weiss Serota Helfman Cole &
Bierman, PL.

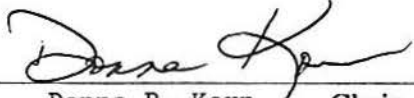
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FOR SBBC

(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:


Digitally signed by Kathelyn
Jacques-Adams, Esq. -
kathelyn.jacques-
adams@gbrowardschools.com
Reason: City of Miramar, Florida
Date: 2019.11.18 08:57:24 -05'00'

Office of the General Counsel

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EXHIBIT B
MONTHLY STUDENT RIDE SCHEDULE

Month: _____		Station: _____				
SUNDAY	MONDAY	TUESDAY	WED	THURSDAY	FRIDAY	SATURDAY
Day: ____ Name:	Day: ____ Name:	Day: ____ Name:	Day: ____ Name:	Day: ____ Name:	Day: ____ Name:	Day: ____ Name:
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EXHIBIT C
RELEASE, WAIVER, AND INDEMNIFICATION AGREEMENT

I, _____ on this _____ day of _____, 20____:

Request the permission of the City of Miramar Fire Department to accompany the EMT of the Fire Department on the Emergency Medical Rescue Vehicles of this City, during the course of emergency transport and emergency medical services, as performed by them, and for other duties which they perform.

I realize the grant of this request by the City may include my accompanying the above on vehicles owned and operated by the City. I further realize that the City is allowing me to accompany the Paramedics at my own request and with considerable benefit to me. In consideration of the granting of this request, hereby agree to:

1. Discharge the City of Miramar, a municipal corporation, in Broward County, Florida, its successors and assigns, from any and all claims, demands, damages, actions and causes of action, present and future, whatsoever which I may have as a result of any injuries which may occur during my accompanying of the Paramedics as described above;
2. Indemnify the City of Miramar, its successors and assigns, from any and all loss, liability or damages which may occur due to my participation in this program and accompanying of the Paramedics as described above;
3. Agree to pay all attorney's fees and cost which may be incurred by litigation arising from this release and indemnifications and the matter described herein.

Program Participant (Print Name)

Program Participant (Signature)

Witness (Print Name)

Witness (Signature)

Witness (Print Name)

Witness (Signature)