

**AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of August 2022, by and between:

**CITY OF CORAL SPRINGS, through the CORAL SPRINGS  
REGIONAL INSTITUTE OF PUBLIC SAFETY**

(hereinafter referred to as "the Agency"), whose principal place of business is 4180 NW 120<sup>th</sup> Avenue Coral Springs, Florida 33065

and

**CITY OF FORT LAUDERDALE, FLORIDA**

(hereinafter referred to as "City"), a municipal corporation whose principal place of business is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301

**WHEREAS**, on August 16, 2022, by Motion the City Commission of the City of Fort Lauderdale authorized the proper City officials to execute this Agreement; and

**WHEREAS**, the Agency is conducting educational programs for the purpose of providing skilled workers for the health service industry; and

**WHEREAS**, the City has the ambulance services 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**, both Parties wish to enter into this Agreement.

**NOW THEREFORE**, in consideration 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:

1. **RECITALS.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
2. **TERM.**
  - (a) **Effective date.** The effective date of this Agreement is the date first written above.

(b) Term. The term of this Agreement shall be effective upon full execution by both Parties ("Effective Date") as provided for herein and shall remain in effect for three (3) years from said date or unless otherwise terminated as provided herein. The Parties may renew the Agreement upon the written mutual agreement of the Parties or may terminate this Agreement as provided herein.

3. SPECIAL CONDITIONS

(a) Program purpose. To provide a comprehensive learning experience for participants from the Agency, within a clinical setting, in accordance with provisions of the guidelines set forth in this Agreement.

(b) Agency shall designate a person or persons to coordinate and act as a liaison with the appropriate City personnel.

(c) Agency shall provide the City with a list of participants in the learning experience at least ten (10) days before each program is to start.

(d) Agency shall ensure that participants have the necessary didactic prerequisites to maximize the learning experience at the City's Fire Rescue Department.

(e) Agency shall ensure that the participants comply with the provisions of this Agreement.

4. SPECIFIC RESPONSIBILITIES OF THE PARTICIPANT

(a) The participant(s) shall comply with the policies and procedures of the City's Fire Rescue Department.

(b) The participant(s) shall provide the necessary and appropriate uniform while on duty in the City's Fire Rescue Department.

(c) The participant(s) shall execute a "Liability Release and Indemnification" prior to beginning his/her experience within the City, a form of which is attached to this Agreement as Attachment 1.

(d) The participant(s) at all times, must wear the appropriate badge on every clinical, and comply in all aspects with the student requirements set forth in the requirements sheets.

(e) Obtain prior written approval of both Parties to this Agreement before publishing any material related to the learning experience provided under the terms of this Agreement.

5. SPECIFIC RESPONSIBILITIES OF THE CITY

(a) The City's Fire Rescue Department shall provide an appropriate orientation of participants in connection with its facilities and its policies and procedures.

(b) The City's Fire Rescue Department shall provide opportunities for a learning experience with appropriate supervision.

(c) The City's Fire Rescue Department shall designate a preceptor (or coordinator) from its staff to act as the liaison with the Agency in this Agreement, as appropriate to the learning objectives.

6. REQUEST FOR WITHDRAWAL OF PARTICIPANT. The City's Fire Rescue Service shall reserve the right to request the Agency to withdraw any participant from its facilities whose conduct or work with patients or personnel is not in accordance with the policies and procedures of the Fire Rescue Service or is detrimental to patients or others as determined by the City's Fire Rescue Department and the Agency shall immediately comply.

7. HOLD HARMLESS. Both Parties agree to hold harmless each other, and their officers, directors, employees, and agents, from any claims, demands, suits, actions, judgments or fines including all costs, expenses and attorney's fees arising out of or relating in any manner to the acts or omissions, negligence, or willful misconduct of either Party, their officers, directors, employees, or agents while acting within the scope of their employment or participation pursuant to this Agreement and agrees to be responsible for any and all damages resulting from said claims. This shall survive expiration or termination of this Agreement.

8. INSURANCE. Agency shall procure and maintain, during the term of this Agreement and any renewal, liability insurance to cover liability (including professional liability for claims, damages or injuries to persons or property of whatsoever kind or nature arising out of the acts or omissions, negligence, or willful misconduct of the Agency or its employees in the performance of this Agreement). Such insurance shall be on an occurrence basis in amounts no less than \$1,000,000/\$3,000,000 under such general liability policy or policies. Agency shall submit certificates of insurance to the City evidencing such insurance at the time of execution of this Agreement, and as requested by the City. Agency will provide to the City thirty (30) days written notice prior to cancellation, modification, or non-renewal of any of the insurance coverages described herein.

9. GENERAL CONDITIONS

(a) No waiver of sovereign immunity. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

(b) 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. 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.

(c) Non-discrimination. The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities, and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability, or sexual orientation.

(d) Termination. This Agreement may be canceled, with or without cause, by either Party during the term hereof upon thirty (30) days written notice to the other Party of its desire to terminate this Agreement.

(e) **Public Records.**

**IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV).**

Agency shall comply with public records laws, and Agency shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2021), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Agency does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Agency or keep and maintain public records required by the City to perform the service. If the Agency transfers all public records to the City upon completion of the Agreement, the Agency shall destroy any duplicate public records that are exempt or

confidential and exempt from public records disclosure requirements. If the 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 the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

(f) Entire 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.

(g) Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written documents prepared with the same formality as this Agreement and executed by each Party hereto.

(h) 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 express 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.

(i) 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. A waiver or any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

(j) 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.

(k) Jurisdiction, Venue, Waiver, Waiver of Jury Trial. The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United

States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

(l) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

(m) 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 the Agency.

(n) Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable, or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable, or void provision had never been included herein.

(o) 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:

The City: Fire Chief  
Fire Administration  
528 N.W. 2<sup>nd</sup> Street  
Fort Lauderdale, Florida 33311

With a copy to: City Attorney's Office  
City of Fort Lauderdale  
100 North Andrews Avenue Fort Lauderdale,  
Florida 33301

Agency: City of Coral Springs d/b/a  
Coral Springs Regional Institute of Public Safety  
4180 NW 120<sup>th</sup> Ave  
Coral Springs, Florida 33065

With a copy to: Michael McNally, Fire Chief  
2801 Coral Springs Drive  
Coral Springs, Florida 33065

(p) Captions. The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience 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 effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

(q) 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.

10. HIPAA. The Agency and its agents, students, faculty, representatives, and employees agree to keep strictly confidential and hold in trust all confidential information of the City's Fire Rescue Department and its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of the City's Fire Rescue Department. The Agency will train all students related to HIPAA compliance prior to enrollment in any clinical course. Agency agrees to comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the requirements of any regulations promulgated thereunder (collectively, the "Regulations"). Agency shall not use or further disclose any protected health information, or individually identifiable health information (collectively, the Protected Health Information), other than as permitted by this Agreement and the requirements of HIPAA or the Regulations. The Agency will implement appropriate safeguards to prevent the use of disclosure of Protected Health Information other than as contemplated by this Agreement.

11. PARTICIPANTS NOT EMPLOYEES. All services rendered by student participants under this Agreement for the City shall be uncompensated and shall be deemed to be given in consideration for instruction and educational experience. Student participants shall not be considered to be employees of the City or Agency.

**(THIS SPACE INTENTIONALLY LEFT BLANK)**

**(SIGNATURE PAGES FOLLOW)**

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF FORT LAUDERDALE

ATTEST:

CITY OF FORT LAUDERDALE

\_\_\_\_\_  
David Solomon  
City Clerk

By: \_\_\_\_\_  
Greg Chavarria  
City Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Rhonda Montoya Hasan  
Assistant City Attorney



City of Coral Springs d/b/a Coral Springs Regional Institute of Public Safety

By:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Witness print/type name

\_\_\_\_\_  
Michael McNally, Fire Chief  
Print name and title

\_\_\_\_\_

\_\_\_\_\_  
Witness print/type name

**REQUEST FOR PERMISSION TO RIDE AS AN OBSERVER**

**AND**

**HOLD-HARMLESS AGREEMENT**

The undersigned being over the age of eighteen, does hereby request the Fort Lauderdale Fire-Rescue Department for permission to ride solely as an observer in an authorized Fort Lauderdale 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 at 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 Fort Lauderdale 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 Fort Lauderdale Fire-Rescue Department.

WHEREFORE, in consideration of the educational benefit to be received and the granting of the above request, I hereby agree to hold the City of Fort Lauderdale, its Commission, Fort Lauderdale Fire-Rescue Department and its Fire Chief, City of Fort Lauderdale 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