

**CITY OF FORT LAUDERDALE AGREEMENT
WITH BARRY UNIVERSITY, INC.
FOR AN EMT/PARAMEDIC RIDE ALONG PROGRAM**

This Agreement ("Agreement") is entered into this ____ day of _____, 2021, between the City of Fort Lauderdale, Florida, a municipal corporation ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301, and Barry University, Inc., a Florida corporation ("University"), whose address is 11300 NE 2nd Avenue, Miami, Florida 33161. City and University shall collectively be referred to as the "Parties."

WITNESSETH:

WHEREAS, University desires students enrolled in its Emergency Medical Technician/Paramedic 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 set forth herein, City and University 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 University's students as determined by mutual consultation and to make available, as practical, facilities to University in order to provide necessary clinical experiences in the EMT/Paramedic Ride Along Program (the "Program"). University 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 University shall be duly licensed, certified, or otherwise qualified to participate in the Program. Neither University nor 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. A skills approval list will be based on the term in which the student is currently enrolled.

2.3 University shall provide faculty or administrators for consultation with the

City, by telephone, at any given time during which students are on the City's premises.

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

2.5 University 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. The University 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. The University will train all students regarding HIPAA compliance prior to enrollment in any clinical course. University agrees to comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as may be amended, and the requirements of any regulations promulgated thereunder (collectively, the "Regulations"). University shall not use or further disclose any protected health information, or individually identifiable health information (collectively, the Protected Health Information"), other than as permitted the requirements of HIPAA or the Regulations. The University will implement appropriate safeguards to prevent the use of disclosure of Protected Health Information.

2.6 University and City agree 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.

2.7 University shall submit to City, on the 15th of the month, a schedule listing the students, who 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, at the City's sole discretion. University can submit the schedule on **Exhibit A** or another format approved by the City.

2.8 University shall ensure that each participant in the Program executes the Acknowledgment, Release Waiver, and Indemnification Agreement attached as Exhibit B ("Release"), prior to participation in the Program.

2.9 University is responsible for executing all the required paperwork and verifying the paperwork has been fully and accurately completed according to the Agreement. University will maintain file(s) of all required documentation. The City has the right to audit the files at any time and verify the documentation is complete. In the event 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, University will provide the City with the required completed documentation within three business days.

2.10 University 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. University will provide a copy of a uniform and grooming policy to the City.

2.11 City has the right to send any participant home, if the student is late for the start time, fails to follow proper grooming and uniform policies, or fails to display appropriate behavior. The City further reserves the right to request the University 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 University shall immediately comply.

2.12 The City will provide University 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.

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

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

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

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

2.16 University 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.

2.17 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.

2.18 All student participants shall pass a background check. University will be responsible for verifying proper documentation and maintaining records.

2.19 University will provide one tuition scholarship to a student enrolled in the Program. Such scholarship shall be in the amount of \$1,400.00 and shall cover the costs of liability insurance, loaned stethoscope for clinical experience, registration, application, and the curriculum (Instructor cost). The student recipient of the scholarship shall be responsible for all other costs associated with enrollment in the University and the Program.

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 local 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/Hold Harmless:

To the extent permitted by law, University shall indemnify, defend, and hold harmless City, its officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses, and expenses including attorneys' fees, demands, and claims for personal injury, bodily injury, sickness, diseases or death, damage or destruction of tangible property, or loss of use resulting therefrom, arising out of any acts, errors, omissions, misconduct, or negligent acts of University, its officials, agents, students/participants, employees, or subcontractors arising out of this Agreement or the actions contemplated by this Agreement. 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.

Section 5 Insurance:

During the term of this Agreement, University, at its sole expense, shall provide insurance of such type, terms, and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of University. University shall provide City a certificate of insurance evidencing such coverage. University's insurance coverage shall be primary insurance as respects to the City for all applicable policies. The limits of coverage under each policy maintained by University shall not be interpreted as limiting University's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in Florida and possess an

A.M. Best rating of A-, VII or better, subject to the approval of the City's Risk Manager, which shall not be unreasonably withheld.

University shall procure and maintain, for the duration of the Agreement, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work outlined within this Agreement by the University, their students, agents, representatives, employees, or subcontractors.

The coverages, limits, or endorsements required herein protect the primary interests of the City, and these coverages, limits, or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the University against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the University under this Agreement.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Medical Professional Liability and/or Errors and Omissions Liability

Professional (E&O) Liability must be afforded for Wrongful acts for not less than \$1,000,000.00 each claim, \$2,000,000.00 policy aggregate. Coverage must include Students of Barry University.

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

Section 6 Term of Agreement:

This Agreement shall commence on the date it is fully executed by both Parties and shall be valid for five (5) years after the commencement date, 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 30 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 or giving of notice, to-wit:

For Barry University, Inc.:

Susan Rosenthal
VP of Business and Finances
11300 NE 2nd Avenue
Miami, Florida 33161
(305) 899-3050

For the City:

Rhoda Mae Kerr, Fire Chief
528 NW 2nd Avenue
Fort Lauderdale, Florida 33311
(954) 828-6821

Section 9 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 employees of the City.

Section 10 Non-Compliance:

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

Section 13 Jurisdiction, Venue and Waiver of Jury Trial:

The Parties agree to 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 in Broward City, Florida. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. **THE PARTIES EXPRESSLY AGREE TO WAIVE A TRIAL BY JURY OF ALL ISSUES SO TRIABLE PURSUANT TO THIS AGREEMENT.**

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 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 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 it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. Neither Party intends to benefit a third party directly or substantially by this Agreement. The Parties agree there are no third-party beneficiaries to this Agreement, and that no third party shall be entitled to assert a claim against either party 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:

University 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. University agrees to maintain public records in University's possession or control in connection with University'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. University shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

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 University, whether finished or unfinished, shall become the property of City and shall be delivered by University to the City Manager, at no cost to the City, within seven days of termination of this Agreement. All such records stored electronically by University shall be delivered to the City in a format that is compatible with the City's information technology systems. Upon termination of this

Agreement, University 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. University's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

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, 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 Public Records:

IF BARRY UNIVERSITY, INC. HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE UNIVERSITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT, PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

University shall:

1. Keep and maintain public records required by the City in order 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 (2020), 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 this Agreement if the University 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 University or keep and maintain public records required by

the City to perform the service. If the University transfers all public records to the City upon completion of this Agreement, the University shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the University keeps and maintains public records upon completion of this Agreement, the University 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.

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

ATTEST:

CITY OF FORT LAUDERDALE

Jeffrey A. Modarelli
City Clerk

By: _____
Christopher J. Lagerbloom, ICMA-CM
City Manager

Date: _____

APPROVED AS TO FORM:
ALAIN E. BOILEAU, CITY ATTORNEY

By: _____
Rhonda Montoya Hasan
Assistant City Attorney

WITNESSES:

BARRY UNIVERSITY, INC., a Florida corporation

By: _____
Susan Rosenthal, Chief Financial Officer

[Witness print/type name]

[Witness print/type name]

ATTEST:

(CORPORATE SEAL)

Secretary

STATE OF FLORIDA:

COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2021, by Susan Rosenthal as Chief Financial Officer for Barry University, Inc., a Florida corporation.

(SEAL)

(Signature of Notary Public – State of Florida)

Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

Exhibit A

Barry University

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**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 also understand this includes the inherent risk and dangers of exposure to COVID-19, as such risks cannot be avoided even through the use of reasonable care by the City of Fort Lauderdale. 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 Code)
_____	_____	_____
(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: _____