

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as “SBBC”),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

CITY OF FORT LAUDERDALE, FLORIDA

(hereinafter referred to as “City”),
a Florida municipality
having its principal place of business at
101 NE 3rd Avenue, Suite 2100, Fort Lauderdale, Florida 33301

RECITALS

A. **WHEREAS**, SBBC and City entered into an Agreement that commenced on October 17, 2023, and expires on July 31, 2026, regarding FY24-119; Fire Academy Education Program- City of Ft. Lauderdale (“Agreement”); and; and

B. **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 firefighting and rescue; and

C. **WHEREAS**, the Agreement permits two (2) additional one (1) year extension periods; and

D. **WHEREAS**, SBBC and City wish to exercise the first of the two (2) options to extend the Agreement term for a period of one (1) year from August 1, 2026, through July 31, 2027, and amend certain provisions of the Agreement through this First Amendment to Agreement (“First Amendment”).

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:

1. **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2. **Term of Agreement.** Pursuant to Section 2.01 of the Agreement is hereby extended from August 1, 2026 (“Effective Date”) through July 31, 2027, unless terminated earlier pursuant to section 3.05 of the Agreement.

3. **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

(a) The following provisions – sections 2.05 (b) and (e) and 2.06 - **replace** the respective provisions in the Agreement, by interlineation, as follows:

2.05 SBBC Disclosure of Education Records

(b) SBBC will provide City’s Fire Instructors with the following education records via SBBC’s FOCUS database. Access must be limited to information pertaining to the students served.

- 1) Student first and last name
- 2) Student identification number
- 3) Student grade level
- 4) Student date of birth
- 5) Student gender
- 6) Student home address
- 7) Student home phone number
- 8) Student email address
- 9) Parent/guardian name
- 10) Parent/guardian email address

(e) 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, or for the City’s access to FOCUS. NOTE: In addition, SBBC obtains written parent/guardian consent (or consent from students age 18 or older) for students to participate in the City’s Fire fighter Ride Along program.

2.06 City’s Safeguarding the Confidentiality of Education Records.

(a) Privacy. 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; and

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 each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release; and

3) 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, in compliance with Section 1006.1494, Florida Statutes; and shall otherwise be in full compliance with Section 1006.1494, Florida Statutes; and

4) Notify the SBBC Privacy Officer immediately upon discovery of a hard copy breach of confidentiality of education records by telephone at 754-321-1900, and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law.

(b) IT Security. Notwithstanding any provision to the contrary within this Agreement, City shall:

1) 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; and

2) Safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements; and

3) Notify the SBBC IT Security Assistant Director immediately upon discovery of an electronic breach of confidentiality of education records by telephone at 754-321-0300, 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; and

4) 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; and

5) 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; and

6) Be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law; and

7) 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

8) Purge education records from any media once the media is no longer in use or is to be disposed; and

9) Return, at SBBC's request, all education records to SBBC (at no additional cost and in a format that is compatible with SBBC's information technology systems) upon termination of this Agreement, or purge the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition. All education records 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.

(c) **Liability.** 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.

(d) The obligations under this section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

4. **Cost.** This is a no cost agreement.

5. **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents take precedence in this order:

- (a) this First Amendment to Agreement; then
- (b) the Agreement.

6. **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

7. **Authority.** Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to 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 First Amendment to Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Agreement upon the date of the last signature below.

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

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By: _____
Sarah Leonardi, Chair

ATTEST:

Date: _____

Dr. Howard Hepburn
Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR CITY:

ATTEST

CITY OF FORT LAUDERDALE, a Florida
municipality

David R. Soloman, City Clerk

By: _____
Dean J. Trantalis, Mayor

(City Seal)

Date: _____

By: _____
Rickelle Williams, City Manager

Approved as to form and correctness:

Eric W. Abend
Senior Assistant City Attorney