

Meeting Date: March 22, 2016

Agenda Item 3

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop

SHORT TITLE A resolution of the City of Commission of the City of Pompano Beach, Florida, approving and authorizing the proper city officials to execute an amendment to the health care agency affiliation agreement between the City of Pompano Beach and City College, Inc.; providing an effective date. No fiscal impact.

OR MOTION: _____

Summary of Purpose and Why:

This is a request for the Commission to approve an amendment to the original agreement to provide the resources as described in Exhibit "A". Two (2) college scholarships will be awarded to a City employee, and one (1) college scholarship will be awarded to another chosen individual based on criteria established by the Fire Department's Scholarship committee. With the exception of book fees and student uniform costs, successful candidates will receive full tuition towards earning an Associate's Degree of Science in EMS

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: John Jurgle, Fire Chief Ext. 4510
- (3) Expiration of contract, if applicable: April 30, 2017
- (4) Fiscal impact and source of funding: None

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Fire Administration	<u>3-4-16</u>	<u>approval</u>	<u>[Signature]</u>
Risk Management	<u>3-16-16</u>	<u>approval</u>	<u>[Signature]</u>
Finance	<u>3-7-16</u>	<u>Approval</u>	<u>[Signature]</u>
City Attorney	<u>3-16-16</u>	<u>[Signature]</u>	City Attorney Communication #2016-534

Advisory Board
 Planning and Growth Management Director
 Public Works Administrator
 City Manager [Signature]

[Signature]
[Signature]

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1st Reading	1st Reading	Results:	Results:
_____	_____	_____	_____
2nd Reading			
_____	_____	_____	_____
_____	_____	_____	_____



**Pompano Beach
Fire Rescue**

**FIRE ADMINISTRATION
MEMO # 16-A048**

To: Chief Jurgle
From: Frank Galgano, EMS Division Chief
Date: 02/10/2016
Re: City College Scholarship

Pompano Beach Fire Rescue Department supports local EMS student college programs, whereby the local EMS school programs send student riders to gain valuable field skills as part of their mandatory academic development. Paramedic students gain valuable field experience as a result of the mentorship and preceptor training the Fire Rescue Department provides.

In the exchange for student training services, City College has chosen to reciprocate our Department's training efforts by awarding three annual scholarships a year. The City College Affiliation Agreement is 1 year student rider agreement, whereas the City of Pompano Beach Fire Rescue provides student internship experiences, in exchange for two (2) annual Associates Degrees of Science in EMS scholarships, and one (1) scholarship with the ability to transfer external college credits towards a City College Associates degree.

Two (2) college scholarships will be awarded to a City employee, and one (1) college scholarship will be awarded to another chosen individual based on criteria established by the Fire Department's Scholarship committee. With the exception of book fees and student uniform costs, successful candidates will receive full tuition towards earning an Associate's Degree of Science in EMS.



City Attorney's Communication #2016-534
February 19, 2016

TO: Frank Galgano, EMS Division Chief
FROM: Mark E. Berman, City Attorney 
RE: Resolution – First Amendment / Health Care Agency Affiliation Agreement

As requested, the above-referenced Agreement has been prepared and is attached at this time along with the appropriate Resolution captioned as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE HEALTH CARE AGENCY AFFILIATION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND CITY COLLEGE, INC.; PROVIDING AN EFFECTIVE DATE.

Please feel free to contact me if I may be of further assistance.


MARK E. BERMAN

/jrm
L:cor/fire/adm/2016-534

Attachments

**CITY OF POMPANO BEACH
Broward County, Florida**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE HEALTH CARE AGENCY AFFILIATION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND CITY COLLEGE, INC.; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a First Amendment between the City of Pompano Beach and City College, Inc., a copy of which Amendment is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Amendment between the City of Pompano Beach and City College, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

/jrm/
2/19/16
l:reso/2016-136

FIRST AMENDMENT

THIS IS A FIRST AMENDMENT TO THE AGREEMENT dated the _____ day of _____, 2016, between:

CITY COLLEGE, INC., a Florida Not For Profit Corporation, with offices located at 2000 W. Commercial Blvd. No. 200, Fort Lauderdale, Florida 33309, hereinafter referred to as "ACADEMY."

and

CITY OF POMPANO BEACH, FLORIDA, a municipal corporation of the State of Florida, with offices located at 100 W. Atlantic Blvd. Pompano Beach, Florida, hereinafter referred to as "HEALTH CARE ACADEMY."

WHEREAS, the parties entered into a Health Care Agency Affiliation Agreement ("Original Agreement"), a copy of which is attached hereto and made a part hereof, and approved by City Resolution No. 2012-164; and

WHEREAS, the parties now desire to amend the Original Agreement to provide that a licensed Emergency Technician can receive a scholarship from the ACADEMY; and

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

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.
2. The Original Agreement shall remain in full force and effect except as specifically amended hereinbelow.
3. Paragraph 3 to the Original Agreement is hereby amended as follows:
 3. The HEALTH CARE AGENCY agrees to accept ACADEMY students as determined by mutual consultation and to make available, as practical, facilities to the ACADEMY in order to provide necessary clinical experience as part of the program including but not limited to, riding with HEALTH CARE AGENCY'S Fire Rescue Units. The

ACADEMY shall be responsible for the classroom instructional curriculum, maintenance of permanent records, all educational experiences and evaluation of programs through an employed instructor. The ACADEMY agrees to provide the resources as described in Exhibit "A" to HEALTH CARE AGENCY as part of the terms and obligations of this agreement.

4. All other terms and conditions of the said agreement shall remain in full force and effect as provided by the original agreement and any previous amendments and renewals thereto, unless earlier terminated pursuant to the provisions of the agreement.

5. That no other amendment to the terms of the said agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

IN WITNESS WHEREOF, the parties have caused this Amendment to Agreement to be duly executed on the day and year first above written.

"HEALTH CARE AGENCY"

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved by:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by LAMAR FISHER as Mayor, DENNIS W. BEACH as City Manager, and ASCELETA HAMMOND as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"ACADEMY"

CITY COLLEGE, INC., a Florida Not For Profit Corporation

Witnesses:

Heather Payne

Heather Payne
(Print or Type Name)

Ginger Ruback

Ginger Ruback
(Print or Type Name)

By: R. Esther Fike
R. Esther Fike, President

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 22ND day of FEBRUARY, 2016, by R. ESTHER FIKE as President of CITY COLLEGE, INC., a Florida Not for Profit Corporation, on behalf of the corporation. She is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

Donna L Varela
NOTARY PUBLIC, STATE OF FLORIDA

DONNA L VARELA
(Name of Acknowledger Typed, Printed or Stamped)

FF 202727
Commission Number



/jrm
2/19/16
L:agr/fire/2016-533

Exhibit A

City College is always seeking to develop and nurture relationships with our business partners. We provide a number of resources to our partners that are beneficial to their enterprise and allow us to maintain a collaborative partnership.

Some of the things that we can provide to Pompano Fire Rescue as an affiliation site partner are the following:

1. One **Scholarship** per year for a Paramedic to receive his/her Associate degree. The scholarship will cover the cost of tuition. The student will be responsible for fees and books. The recipient will need to:

- a. Meet entrance requirements and
- b. Complete twenty four (24) General Education credits, four (4) credits of related requirements and A&P for EMS.

Students may attend the Hollywood or Fort Lauderdale campus and can take classes through a combination of on ground and online.

2. One **Scholarship** per year for a Paramedic with an AS degree or 72 credits (the equivalent of two academic years) to enroll in the Bachelors in Health Care Administration. The recipient may choose to enroll at the Fort Lauderdale or Online Campus. Enrolling at the Fort Lauderdale campus means at least 50% of the program must be taken in face to face format and the other 50% online. Enrolling at the online campus allows the recipient to take ALL classes online.
3. City College has a Partnership Grant which allows our partners, such as the City of Pompano Fire Rescue, to nominate staff members to receive this grant. Part time students can receive up to \$3,000 per year and full time students' \$4,000/year. Recipients must have been employed with our partner for at least one year and be recommended by the partner site. The recipient must meet all entrance requirements, be enrolled for at least 8 credits/term, meet all Student Academic Progress requirements and maintain continuous enrollment.
4. The ability for any Pompano Staff member to earn their degree at City College by actively transferring either their EMT or Paramedic License. They will cover all costs related to tuition, fees and books.

Transfer of Active Emergency Medical Technician License

The college will accept persons with an active Florida Emergency Medical Technician (EMT) license into the Associate of Science (AS), Emergency Medical Services program. The prospective student must meet all Admissions criteria. Students with a Florida EMT license will receive credit for: EMS1059, EMS1154C, EMS1155C. They must take EMS1010 and all General Education and Paramedic courses (see list of courses below).

Transfer of Active Florida Paramedic License

City College will accept persons with an active Paramedic License (from both unaccredited and accredited schools) into the Associate of Science (AS), Emergency Medical Services program. These students will be required to complete the following in order to earn an

Associate of Science (AS) degree.

a. Meet all Admissions criteria (with the exception of Background check and Medical documentation).

b. Register for 28 credits of General Education courses to include:

-- ENC1100 College English.

-- ENC1101 Composition.

-- MAT1030 College Algebra.

-- PSY1012 Principles of Psychology.

-- Three (3) additional courses from three (3) different disciplines as listed in the Programs of Study under "General Education."

c. Register for 4 credits of related requirements: -- SLS1201 Personal Development.

d. Register for EMS1010, Anatomy and Physiology for EMS.

Students with an active Paramedic License will receive credit for:

EMS1059, EMS1154C, EMS1155C, EMS1671, EMS1090L, EMS2690, EMS2672, EMS2091L, EMS2691, EMS2673, EMS2092L, EMS2692, EMS2674, EMS2093L, EMS2693, EMS2675, EMS2094L, and EMS2694.

Students must be eligible for 36 credits (1 academic year) after transfer of credit.

5. Use of our Nursing Simulation facilities for training purposes. Scheduling will be worked around City College Scheduled classes.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/12/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh & McLennan Agency LLC Co - Florida
1000 Corporate Drive, Suite 400
Fort Lauderdale FL 33334

CONTACT NAME:
PHONE (A.C. No. Exp): (954) 938-8788 **FAX (A.C. No.):** (954) 938-8566
E-MAIL ADDRESS:

INSURED
City College, Inc.
2000 West Commercial Blvd. Ste 200
Ft Lauderdale FL 33309

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: General Star Indemnity Company	(954) 492-5353	37362
INSURER B: PCCI Insurance Group		
INSURER C: American Casualty Co of Reading		20427
INSURER D: Philadelphia Indemnity Insurance		18058
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:**

NUMBER: Cert ID 53722

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

THE POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSR) WVD
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Per Campus	
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A
C	<input type="checkbox"/> Student Medical <input type="checkbox"/> Professional Liab.	

POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
HPK1437520	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
HPK1437520	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
UG395725K	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
01WC16A74518	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
27301424	1/1/2016	1/1/2017	Ea Occurrence 1,000,000 Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 10 NAME INSURED: EMERGENCY MEDICAL SCIENCES)
 ADDITIONAL INSURED AS RESPECTS GENERAL LIAB
 CANCELLATION IN FAVOR OF THE CERTIFICATE EXCLUSIONS OF THE POLICY.

Additional Remarks Schedule, may be attached if more space is required)
 ADENY CERTIFICATE HOLDER AS DESIGNATED ORGANIZATION IS
 ILIITY WHEN REQUIRED BY WRITTEN CONTRACT. 30 DAY NOTICE OF
 OLDER. ALL ABOVE SUBJECT TO THE TERMS, CONDITIONS AND

CERTIFICATE HOLDER**CANCELLATION**

POMPANO BEACH FIRE RESCUE
 ATTN: MAXINE REED
 120 SW 3RD STREET
 POMPANO BEACH FL 33060

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]

© 1988-2014 ACORD CORPORATION. All rights reserved.

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A HEALTH CARE AGENCY AFFILIATION AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND CITY COLLEGE, INC.; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and City College, Inc., a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and City College, Inc.

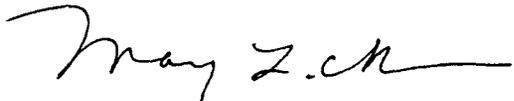
SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 13th day of March, 2012.



LAMAR FISHER, MAYOR

ATTEST:



MARY L. CHAMBERS, CITY CLERK

4

**HEALTH CARE AGENCY
AFFILIATION AGREEMENT**

THIS AGREEMENT is entered into on the 16th day of March, 2012,
by and between:

CITY COLLEGE, INC., a Florida non-profit corporation, with offices located at 2000 W. Commercial Blvd. No. 200, Fort Lauderdale, Florida 33309, hereinafter referred to as "ACADEMY,"

and

CITY OF POMPANO BEACH, FLORIDA, a municipal corporation of the State of Florida, with offices located at 100 West Atlantic Boulevard, Pompano Beach, Florida, hereinafter referred to as "HEALTH CARE AGENCY."

WHEREAS, the ACADEMY desires that students enrolled in its health related programs as affiliated with the HEALTH CARE AGENCY obtain clinical experience at the HEALTH CARE AGENCY; and

WHEREAS, the HEALTH CARE AGENCY is offering to provide the necessary facilities for said clinical experience in recognition of the need to educate health-related personnel.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The education of the student shall be the only purpose of the program.
2. Both parties agree not to discriminate against any student, in any manner whatsoever on account of race, creed, color, sex, age, national origin, or disability, provided that

such disability does not prevent satisfactory participation in the program should no reasonable accommodation for same be available that would permit adequate participation.

3. The HEALTH CARE AGENCY agrees to accept ACADEMY students as determined by mutual consultation and to make available, as practical, facilities to the ACADEMY in order to provide necessary clinical experience as part of the program including, but not limited to, riding with HEALTH CARE AGENCY'S Fire Rescue Units. The ACADEMY shall be responsible for the classroom instructional curriculum, maintenance of permanent records, all educational experiences and evaluation of programs through an employed instructor.

4. The HEALTH CARE AGENCY agrees to make available emergency medical treatment, when such facilities exist, for minor injuries incurred by students or acute illness while at the HEALTH CARE AGENCY for clinical experience, and without cost for any services that may be also provided by the HEALTH CARE AGENCY to the student. Treatment for minor injuries will be rendered by the paramedic on duty. The HEALTH CARE AGENCY is not responsible for charges made to the student by any private physician or hospital that provides treatment to the student.

5. The ACADEMY shall select practical educational experiences based upon the needs of the students to meet objectives of the program.

6. The ACADEMY shall, at its discretion, appoint a Program Director and clinical instructors as required for a given program. The HEALTH CARE AGENCY shall assure ACADEMY personnel access to the appropriate clinical areas to perform instruction and evaluation of program and students, and shall designate a person or persons to act as liaison with the ACADEMY and students.

7. At the discretion of the HEALTH CARE AGENCY or the ACADEMY, any student unacceptable for the reasons of health, performance, or any other reasonable and legally permissible cause shall be withdrawn from the HEALTH CARE AGENCY's program. ACADEMY agrees that it shall only provide students for the program that meet the minimum requirements for state certification for paramedics and fire fighters and shall obtain a criminal background check from FDLE for each student to verify the suitability of participants with regard to such requirements.

8. The ACADEMY is not a HEALTH CARE AGENCY and does not provide health care. The HEALTH CARE AGENCY is responsible for all health care rendered in its facility and in the providing of this care the ACADEMY's Program Director, faculty, and students are not employees and providers of health care. Such health care is the responsibility of the HEALTH CARE AGENCY's employed personnel. Any procedures and services rendered by students under supervision of the ACADEMY's Program Director and faculty in cooperation with the Health Care Agencies' employed personnel shall be deemed to be the responsibility of the HEALTH CARE AGENCY.

9. ACADEMY agrees to indemnify and hold harmless HEALTH CARE AGENCY and all of its officers, directors, employees, commissioners, agents and staff, from and against all suits, damages, debts, liabilities, claims, demands, causes of action and loss, including court costs and attorney's fees, which may be brought or imposed or incurred by any person, entity, thing or party, their heirs, assigns, personal representatives or successors, arising from the negligence or other acts of omission or any act or actions of the ACADEMY or its students participating in the program, which are alleged to have caused, in whole or in part, any injury to any persons or damage to any property occurring during or as part of, or as a direct or indirect result of, students' participation in the program with HEALTH CARE AGENCY.

Student participants in the program shall sign a Hold Harmless Agreement, approved by HEALTH CARE AGENCY, prior to their participation in the program, with a copy of same provided to HEALTH CARE AGENCY prior to participation.

10. Comprehensive liability insurance coverage for the students and the Certified Instructors will be provided by the ACADEMY. A Certificate of Insurance will be sent yearly to the HEALTH CARE AGENCY.

11. The HEALTH CARE AGENCY, when requested and mutually agreed upon, will assist in the responsibility for the direct guidance and supervision of the students while on the premises of the HEALTH CARE AGENCY and will cooperate in evaluating student performance. The qualifications of the HEALTH CARE AGENCY staff participating in the supervision of the students shall be subject to review and approval by the ACADEMY.

12. The ACADEMY Program Director shall recommend appointment of affiliate faculty. The ACADEMY Program Director shall advise affiliate faculty regarding course content, objectives, student evaluation criteria and procedures. Affiliate faculty are responsible to the Program Director for the supervision of students in the program. Continuation and renewal of affiliate faculty status is contingent upon satisfactory performance and the ACADEMY's need for the position in the HEALTH CARE AGENCY.

13. HEALTH CARE AGENCY is subject to Privacy Rule (45 CER Parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1995 (HIPPA), and the ACADEMY and its students agree not to use or further disclose any Protected Health Information as defined by said Act. ACADEMY agrees to also use appropriate safeguards to prevent use or disclosure of Protection Health Information other than as provided for by this Agreement.

14. The term of this Agreement shall be for the period of five (5) years commencing April 2012 through April 2017, without cause, except that either party may terminate this Agreement by giving sixty (60) days written notice (certified mail to the other party).

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

"HEALTH CARE AGENCY":

Witnesses:

CITY OF POMPANO BEACH

Christine Woodka

By: [Signature]
LAMAR FISHER, MAYOR

Shelley R. Baillone

By: [Signature]
DENNIS W. BEACH, CITY MANAGER

Attest:

[Signature]
MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved by:

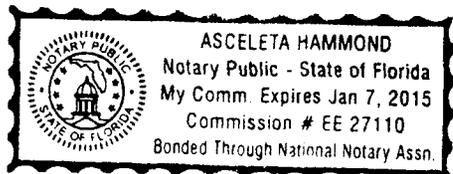
[Signature]
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of March, 2012 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA



Asceleta Hammond
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"ACADEMY":

Witnesses:

CITY COLLEGE, INC., a Florida non-profit corporation

[Handwritten Signature]

By: [Handwritten Signature]
Signature

[Handwritten Signature]

Print Name: R. Esther Fike

Title: President

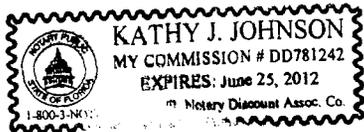
(SEAL)

STATE OF FLORIDA
COUNTY OF ~~BROWARD~~ Palm Beach

The foregoing instrument was acknowledged before me this 11 day of January, 2012 by RE Fike,
as _____ of **CITY COLLEGE, INC.**, a Florida non-profit corporation, who is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

[Handwritten Signature]
NOTARY PUBLIC, STATE OF FLORIDA



Kathy J Johnson
Name of Acknowledger Typed, Printed or Stamped

DD781242
Commission Number

GBL/jrm
11/21/11
l:agr/fire/2012-212