



CORAL SPRINGS  
REGIONAL  
INSTITUTE OF  
PUBLIC SAFETY

**AGREEMENT, by and between**

**THE CITY OF Coconut Creek, a municipal corporation**

**And**

**THE CITY OF CORAL SPRINGS, a municipal corporation**

**THIS AGREEMENT** is made and entered into by and between the **CITY OF COCONUT CREEK**, Broward County, Florida (hereinafter referred to as "Coconut Creek"), whose principal place of business is located at 4701 Johnson Road, Ste. 8, Coconut Creek, Florida, 33073, and the City of Coral Springs dba **CORAL SPRINGS REGIONAL INSTITUTE OF PUBLIC SAFETY** (hereinafter referred to as "CSRIPS"), a body corporate, whose principal place of business is located at 4180 NW 120 Avenue, Coral Springs, Florida, 33065.

**WITNESSETH:**

**WHEREAS, CSRIPS** is conducting educational programs through its EMS Programs for the purpose of providing skilled workers for the health service industry in the fields of service described in Exhibit "A" which is attached hereto and incorporated herein by reference; and

**WHEREAS, COCONUT CREEK** has the clinical facilities necessary to assist in the provision of said educational programs and desires to participate in the educational programs for the benefit of the entire community.

**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 is hereby acknowledged, the Parties hereby agree as follows:

**ARTICLE 1 - RECITALS**

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





## **ARTICLE 2 - SPECIAL CONDITIONS**

2.1 **Program Purpose.** The education of the student shall be the primary purpose of the programs.

A. In accordance with the terms and conditions of this Agreement:

1. CSRIPS will select and assign its Paramedic/EMT students to participate in a clinical ride-along program with COCONUT CREEK Fire Rescue/Emergency Medical Services Department;  
and
2. COCONUT CREEK will accept the students assigned by CSRIPS to the Clinical ride-along program subject to the terms and conditions as outlined herein.

2.2 **Term of Agreement.** The term of this Agreement shall become effective up full execution by both parties ("Effective Date") as provided for herein and shall remain in effect for five (5) years from said date or unless otherwise terminated as provided herein. The parties may renew the Agreement for up to one (1) five (5) year renewal upon the written mutual agreement of the parties or may terminate this Agreement as provided herein. This Agreement shall not become effective until fully executed by both parties. Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party.

2.3 **Instruction and Curriculum.** CSRIPS shall be responsible, at its sole expense, for provision of classroom instruction, the selection of students, establishment of curriculum, maintenance of records, evaluation of programs, and all educational experiences through the employment of certified instructors through compliance with the guidelines established by the Florida Department of Education, Emergency Medical Technician Paramedic: National Standard Curriculum (herein after referred to as "EMT-NSC") and within CSRIPS Policies and Procedures. All faculty provided by CSRIPS shall be duly licensed, certified or otherwise qualified to participate in the program. Neither CSRIPS or any participating student or faculty member shall interfere with or adversely affect the COCONUT CREEK operations or the COCONUT CREEK provision of health care services.

2.4 **Telephone Consultation.** CSRIPS shall provide faculty or school administration for consultation with COCONUT CREEK or its' agents by telephone at any given time during which students are on COCONUT CREEK's premises or vehicle without supervision by a CSRIPS instructor.

2.5 **Course Materials.** Upon request, CSRIPS shall provide COCONUT CREEK with copies of its current course outlines, course objectives, curriculum, philosophy and a list of faculty and their qualifications.





2.6 **Educational Plan.** CSRIPS faculty will prepare an educational plan in conjunction with COCONUT CREEK staff prior to the placement of students with COCONUT CREEK. The clinical experience to be provided to students shall be specified in writing and shall be based upon the needs of the student to satisfy the objectives of the program. The participation of the students in the program shall be limited to the activities applicable to that student and as required by the EMT-NSC. The faculty shall be responsible for maintaining cooperative relationships with COCONUT CREEK staff. COCONUT CREEK shall provide opportunities for participating students to observe and assist in various aspects of patient care, consistent with the training requirements of EMT- NSC. CSRIPS warrants that the students selected to participate in the clinical program have met the minimum education requirements as required by EMT- NSC prior to participating in the clinical program.

2.7 **Approval/Accreditation Status.** Through its administrators and faculty, CSRIPS shall maintain or obtain within sixty days after the execution of this Agreement by both party's approval/accreditation status for those programs specified in Exhibit "B" which is attached hereto and incorporated herein by reference. Upon request, CSRIPS shall provide COCONUT CREEK with proof of continued national accreditation for those programs specified in Exhibit "B".

2.8 **Student Orientation.** CSRIPS and COCONUT CREEK shall provide an orientation for the students prior to the student's commencement of the clinical educational experiences. Participating students and faculty will be required by COCONUT CREEK to execute a Hold Harmless Agreement substantially complying with the form attached hereto as Exhibit "C" and herein incorporated by reference. COCONUT CREEK reserves the right to deny acceptance or terminate continued participation in the program to any student(s) that refuse to execute a Hold Harmless Agreement.

2.9 **Student Evaluation.** Upon the request of CSRIPS, COCONUT CREEK shall assist in the evaluation of students' performance. However, CSRIPS shall be responsible for guidance, direction and supervision of students participating in the program. COCONUT CREEK shall be responsible at all times for patient care and shall have the right to terminate a students' participation at any time during his/her participation in the program for failure to adhere to COCONUT CREEK policies and procedures.

2.10 **Patient Confidentiality.** CSRIPS and its participating students and faculty shall keep strictly confidential and hold in trust all confidential information of COCONUT CREEK and/or its patients and shall not disclose or reveal any confidential information to any third party without the express prior written consent of the patient and COCONUT CREEK. Participating students and faculty will be to strictly adhere to the confidentiality provisions set forth in the Hold Harmless Agreement attached hereto as Exhibit "C" and herein incorporated by reference.





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Unauthorized disclosure of confidential information, patient information or protected health information shall be a material breach of this Agreement and shall constitute cause for the immediate termination of this Agreement. CSRIPS shall immediately notify the COCONUT CREEK of any known unauthorized disclosure of confidential information, patient information or protected health information that comes to its knowledge. CSRIPS will not enter into any contracts with third persons to whom confidential information, patient information or protected health information would be provided without the express written consent of the COCONUT CREEK and the imposition upon such third persons of the same duty to safeguard said information. CSRIPS records relating to the use and disclosure of said information shall be available to inspection upon reasonable notice to the COCONUT CREEK or any federal or state authority entitled to access to such information. The provisions of this section shall survive the expiration or termination of this Agreement.

**2.11 Number of Assigned Students.** CSRIPS and the COCONUT CREEK agree that the determination of the number of students to be assigned to COCONUT CREEK shall be a mutual decision based on a variety of factors including, but not limited to, staff, space, availability and the number of students enrolled in the program. However, the final decision as to the number of students accepted into the program by COCONUT CREEK and their assignments shall be made by COCONUT CREEK.

**2.12 Program Uniforms.** CSRIPS shall require students participating in the educational program to wear the uniform and nametag approved by COCONUT CREEK while on the COCONUT CREEK premises. COCONUT CREEK reserves the right to refuse or terminate any student from participating in the program for failure to wear the COCONUT CREEK approved uniform.

**2.13 Students are Not Coconut Creek Employees.** CSRIPS, its faculty and its students are not to represent themselves as or be deemed to be employees, servants, agents, or volunteers of COCONUT CREEK. Students shall be considered employees, servants, agents or volunteers of CSRIPS while participating in the clinical program with COCONUT CREEK.

**2.14 No Compensation.** Each party shall perform the duties and responsibilities specified in this Agreement without compensation, i.e. salaries, wages, pension contributions, insurance premiums, workers compensation premiums, or any other recognized employee fringe benefits. Participating students shall be treated by the COCONUT CREEK as trainees and shall have no expectation of receiving compensation or future employment from either party. Any courtesy appointments to COCONUT CREEK staff for the purposes of this program shall be without entitlement of the appointee to compensation or benefits. Students and faculty shall pay for their own meals while participating in the program.

**2.15 Discontinued Student Placement.** CSRIPS reserves the right to refuse or discontinue the placement of students if COCONUT CREEK does not meet the professional educational requirements and standards of CSRIPS. COCONUT CREEK reserves the right to discontinue the availability of its facilities, services and participation in the clinical program to any student should CSRIPS and/or the student not continuously meet nationally accepted educational or





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professional standards or other requirements, qualifications and standards as may be required by COCONUT CREEK. COCONUT CREEK reserves the right and has the discretion to immediately remove from its premises, controlled scenes and/or vehicles any student who behaves unprofessionally, lacks the requisite knowledge, skill and ability to continue in the clinical program or poses an immediate threat or danger to patients or personnel or to the quality of medical services.

2.16 **Infectious Diseases and Student Immunizations.** CSRIPS shall advise students of the risk of infectious diseases and that the COCONUT CREEK is not responsible for exposure to infectious diseases that occur beyond its reasonable control. CSRIPS shall verify that students have received immunizations from Measles, Mumps, Rubella (MMR) Diphtheria and Tetanus (OT) and have received annual screening for Tuberculosis. CSRIPS shall be responsible for compliance by participating students and faculty with the applicable regulations issued by OSHA and for the provision to participating students and faculty of (1) information and training about the hazards associated with blood and other potentially infectious materials; (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to blood borne pathogens; (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials; and (4) information as to the reasons the employee should participate in Hepatitis B vaccination and post-exposure evaluation and follow-up.

2.17 **Coconut Creek Accreditation/Licensure.** Coconut Creek shall provide proof of its accreditation/licensure status to CSRIPS upon request at any time during the term of this Agreement.

2.18 **Hold Harmless**

- A. Both parties agree to hold harmless each other, their officers, employees, agent's, servants, designees, attorneys, and legal representatives against any claims, demands, causes of actions, lawsuits, liabilities, resulting either directly or indirectly, from the acts, actions, omissions, negligence, or willful misconduct of either party, its officers, employees, agents, designees, students, volunteers, and staff or servants while acting within the scope of their employment or participation in the program and agrees to be responsible for any and all damages resulting from said claims.
  
- B. The provisions of this section shall survive the expiration or early termination of this Agreement.





### **ARTICLE 3 - GENERAL CONDITIONS**

3.1 **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.

3.2 **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 agreement.

3.3 **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.

3.4 **Termination** This Agreement may be canceled by CSRIPS or COCONUT CREEK without cause upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.5 **Records.** 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. The parties understand that any and all records created as a result of participating in the clinical program may be subject to public disclosure pursuant to the Public Records Request statute, Section 119.07, Florida Statutes, except that no records containing protected health information or patient information shall be released. CSRIPS shall notify COCONUT CREEK in writing within five (5) days after receipt of any public records request concerning the subject matter of this Agreement or the parties' relationship.

3.6 **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.





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3.7 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.8 **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.

3.9 **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 of 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.

3.10 **Compliance with Laws.** In performing its duties, responsibilities and obligations pursuant to this Agreement, each party shall comply with all applicable federal, state and local laws, codes, rules and regulations including, without limitation, applicable COCONUT CREEK and/or CSRIPS policies, the Civil Rights Act of 1964, Title IX of the Education Amendments of 1974, Section 504 of the Rehabilitation Act and Americans with Disabilities Act.

3.11 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

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

3.13 **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 prior written approval of COCONUT CREEK and CSRIPS.

3.14 **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,





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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.

3.15 **Severability.** In case any one of 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, enforceability 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.

3.16 **Waiver of Jury Trial.** THE PARTIES TO THIS AGREEMENT HERBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHTS EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT, OR COUNTERCLAIM BASED UPON THE CONTRACT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE MATTERS TO BE ACCOMPLISHED IN THIS AGREEMENT SHALL BE CONSIDERED AS IF SUCH INVALID, ILLEGAL, UNLAWFUL, UNENFORCEABLE, OR VOID PROVISION HAD NEVER BEEN INCLUDED HEREIN.

3.17 **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:

**To CSRIPS:** **Liz Williams, CSRIPS Operations Manager**  
**4180 NW 120 Ave**  
**Coral Springs, FL 33065**

**To COCONUT CREEK:** **City of Coconut Creek**  
**Attn: Fire Chief Jeff Gary**  
**4701 Johnson Road, Ste. 8**  
**Coconut Creek, FL 33073**

3.18 **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.

3.19 **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.







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AGREEMENT BY AND BETWEEN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA AND CORAL SPRINGS REGIONAL INSTITUTE OF PUBLIC SAFETY

IN WITNESS, the parties hereto have made and executed the Agreement on the respective dates under each signature set forth below:

CORAL SPRINGS REGIONAL INSTITUTE OF PUBLIC SAFETY

By: *Liz Williams*

Liz Williams, CSRIPS Operations Manager  
Coral Springs-Parkland Fire Department

4-27-23

Date

CITY OF COCONUT CREEK

ATTEST:

\_\_\_\_\_  
Joseph J. Kavanagh, City Clerk

\_\_\_\_\_  
Karen M. Brooks, City Manager

APPROVED AS TO FORM BY:

\_\_\_\_\_  
Terrill C. Pyburn, City Attorney





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## EXHIBIT A

CSRIPS is conducting the following educational programs for the purpose of providing skilled workers for the Health Service Industry:

1. FIRST RESPONDER
2. EMERGENCY MEDICAL TECHNICIAN
3. PARAMEDIC TRAINING



4180 NW 120TH AVE. | CORAL SPRINGS, FLORIDA 33065 | 954.346.1774

CSRIPS@coralsprings.org | **CSRIPS.ORG**





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## EXHIBIT B

Through administrators and faculty maintain approval/accreditation status for:

- Emergency Medical Technician Program
- Paramedic



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**EXHIBIT "C"**

**COCONUT CREEK FIRE-RESCUE DEPARTMENT  
RIDE ALONG  
RELEASE OF LIABILITY FORM**

Officer Requesting:		Date of Ride Along:	
Rider's Full Name:		Rider's DOB:	
Rider's Address:		Rider's Cell/Home#:	
Are you a current applicant here?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If so, what position?	

In consideration for permission being granted to me by the Coconut Creek Fire-Rescue Department (CCFD) to accompany an officer during the performance of his/her duties and being permitted to be a passenger in his/her Fire-Rescue unit ("ride along"), I hereby assume all risk of personal injury and/or death which may occur during the ride along. I assume this risk with knowledge of the dangers associated with Fire-Rescue activities, including, but not limited to exposure to disease or being involved in a vehicle accident. I, hereby agree to indemnify and hold harmless the City of Coconut Creek, its City Commission, officers, and employees, from any and all liability claims demands, actions or damages of whatever nature, allegedly arising from or related in any way to my accompaniment of the officer on the ride along.

I acknowledge that any information heard or seen while in the CCFD building or police unit, which falls under the purview of Protected Health Information (PHI) under the Health Insurance Portability and Accountability Act (HIPPA) is CONFIDENTIAL and I agree to not discuss, disclose, or share any and all PHI with anyone other than those persons who have the authority to receive, discuss, or disseminate the information.

I will not use a personal cell phone or other device to record, memorialize or, otherwise, communicate any events that I may observe in the course of my participation and will comply with all other mobile device restrictions as indicated to me by a CCFD supervisor or employee. It is further understood and agreed to by me that this privilege may be revoked at any time by the Fire-Rescue Chief or his authorized representative. I further acknowledge that riders are required to wear appropriate business casual attire and closed-toed shoes while riding and must wear long hair in a bun and no hanging jewelry for my own protection.

\_\_\_\_\_  
Rider's Signature

\_\_\_\_\_  
Rider's Printed Name





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**MINOR CLAUSE:** I the undersigned, represent that I am the legally appointed or natural parent/guardian of the above-named person who is under the age of 18 years; that he/she is signing this Release of Liability form with my full knowledge and consent; that I am joining in the execution of same and agree to the terms hereof; and do hereby find myself in independent agreement with the same terms and provisions for myself and my heirs, executors, personal representatives and assigns.

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

THIS RELEASE AND AGREEMENT shall be binding upon the Rider and his/her heirs, executors, administrators, personal representatives and assigns, and shall inure to the benefit of the City of Coconut Creek, its City Commission, officers, employees, and persons herein designated and their heirs, executors, administrators, personal representatives, and assigns.

- APPROVED
- DENIED

\_\_\_\_\_  
Jeff Gary, Fire-Rescue Chief

\_\_\_\_\_  
Date

