

MEMORANDUM

Agenda Item No. 8(E)(1)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: May 2, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving the Miami-Dade Fire Rescue Rider Program for students enrolled in state-approved emergency medical technician and paramedic educational and training programs; authorizing the County Mayor to execute affiliation agreements with certain educational institutions at no cost to the county, for two-year terms for a period of 10 years, and to exercise the amendment and termination provisions contained therein, provided that such amendments do not alter the purpose or extend the two-year term of each agreement; and waiving Resolution No. R-130-06

Resolution No. R-389-23

The accompanying resolution was prepared by the Fire Rescue Department and placed on the agenda at the request of Prime Sponsor Commissioner Juan Carlos Bermudez.


Geri Bonzon-Keenan
County Attorney

GBK/gh

Memorandum



Date: May 2, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: Resolution Approving the Miami-Dade Fire Rescue Rider Program and the Execution of an Affiliation Agreement

Executive Summary

This item is to approve the Miami-Dade Fire Rescue (MDFR) Rider Program and authorize execution of Affiliation Agreements, attached to the resolution as Attachment A, with educational institutions that offer state approved educational and training programs for emergency medical technicians and paramedics. The program is offered through MDFR's, Emergency Medical Services Division (EMS) and provides students in said programs opportunities to obtain mandatory field experience. Program participants ride in MDFR rescue units and are permitted to perform select emergency medical procedures under the supervision of MDFR personnel. Currently, American Medical Academy, Barry University, Braxton College, Miami-Dade College and Urgent Response Training, LLC d/b/a Emergency Training Academy are approved to participate in the program.

Because some Affiliation Agreements may be executed with private entities, this item further seeks a waiver of Resolution No. R-130-06, which requires agreements be executed by all other non-governmental parties prior to presentation to this Board for approval.

Recommendation

It is recommended that the Board approve the Miami-Dade Fire Rescue Rider Program and authorize the County Mayor or County Mayor's designee to execute Affiliation Agreements with approved educational institutions. It is further recommended that the Board authorize the County Mayor or County Mayor's designee to exercise the amendment and termination provisions. It is further recommended that the provisions of Resolution No. R-130-06 be waived with respect to any Affiliation Agreements signed with private entities.

Scope

The program will have a countywide impact.

Delegation of Authority

The County Mayor or County Mayor's designee is authorized to execute, amend and terminate Affiliation Agreements between approved State institutions and Miami-Dade County, through the Miami-Dade Fire Rescue Department for 10 years from the effective date of the resolution.

Fiscal Impact/Funding Source

There is no fiscal impact to the County.

Track Record/Monitor

The MDFR Rider Program is monitored by the MDFR EMS Division Chief or the MDFR EMS Division Chief's designee.

Background

Among other duties, the EMS Division is responsible for planning, coordinating and implementing all of MDFR's emergency medical services activities. The EMS Division coordinates the MDFR Rider Program, which provides students enrolled in State-approved education and training programs for emergency medical technicians and paramedics the opportunity to obtain field experience, pursuant to section 401.2701, Florida Statutes. Students are authorized to ride in MDFR rescue units and perform select emergency medical procedures under the supervision of MDFR personnel. Currently the American Medical Academy, Barry University, Braxton College, Miami-Dade College and Urgent Response Training, LLC d/b/a Emergency Training Academy are approved to participate in the program.

Section 401.2701, Florida Statutes, also requires educational institutions participating in the training programs described above to satisfy several conditions. One condition is that the approved educational institutions must provide evidence of an affiliation agreement with a licensed emergency services provider, which, at a minimum, must include a commitment by the emergency services provider to conduct the field experience portion of the training program. The Affiliation Agreement attached to the accompanying resolution as Attachment A satisfies said requirement.



Alfredo "Freddy" Ramirez III
Chief, Safety and Emergency Response

Attachment A – Affiliation Agreement



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: May 2, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(E)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(E)(1)
5-2-23

RESOLUTION NO. _____ R-389-23

RESOLUTION APPROVING THE MIAMI-DADE FIRE RESCUE RIDER PROGRAM FOR STUDENTS ENROLLED IN STATE-APPROVED EMERGENCY MEDICAL TECHNICIAN AND PARAMEDIC EDUCATIONAL AND TRAINING PROGRAMS; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AFFILIATION AGREEMENTS WITH CERTAIN EDUCATIONAL INSTITUTIONS AT NO COST TO THE COUNTY, FOR TWO-YEAR TERMS FOR A PERIOD OF 10 YEARS, AND TO EXERCISE THE AMENDMENT AND TERMINATION PROVISIONS CONTAINED THEREIN, PROVIDED THAT SUCH AMENDMENTS DO NOT ALTER THE PURPOSE OR EXTEND THE TWO-YEAR TERM OF EACH AGREEMENT; AND WAIVING RESOLUTION NO. R-130-06

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Incorporates and approves the foregoing recital, as if fully set forth herein.

Section 2. Approves the Miami-Dade Fire Rescue Rider Program which provides students enrolled in state-approved emergency medical technician and paramedic educational and training programs to obtain field experience with Miami-Dade Fire Rescue, a licensed emergency medical services provider. Participants in the Miami-Dade Fire Rescue Rider Program are authorized to ride on Miami-Dade Fire Rescue units and perform select emergency medical procedures under the supervision of Miami-Dade Fire Rescue personnel.

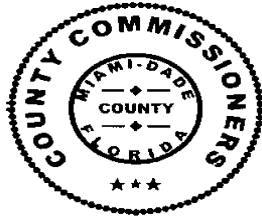
Section 3. Authorizes the County Mayor or County Mayor's designee to execute affiliation agreements with two-year terms, in substantially the form attached hereto as Attachment A, with approved educational institutions, at no cost to the county, for a total of 10 years from the effective date of this resolution. The County Mayor or County Mayor's designee is further authorized to exercise the amendment and termination provisions contained therein, provided that such amendments do not alter the purpose or extend the term of the agreement.

Section 4. Waives, for any affiliation agreements with private entities, the provisions of Resolution No. R-130-06 requiring that agreements with non-governmental entities be executed by all other parties prior to presentation to this Board for approval.

The foregoing resolution was offered by Commissioner **Eileen Higgins** ,
 who moved its adoption. The motion was seconded by Commissioner **Marleine Bastien**
 and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 2nd day of May, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

LUIS G. MONTALDO, CLERK AD INTERIM

Basia Pruna

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to be "SG", with a horizontal line extending to the right.

Shanika A. Graves

AFFILIATION AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20xxxx, by and between

xxxx
(hereinafter referred to as "AFFILIATE"),
whose principal place of business is
xxxx
Miami Dade County, Florida by and through the,
MIAMI-DADE FIRE RESCUE DEPARTMENT
(hereinafter referred to as "the AGENCY"),
whose principal place of business is
9300 N.W. 41st Street, Suite 234
Doral, FL 33178

WHEREAS, the AGENCY and AFFILIATE desire that the public interest be served by ensuring a continuing source of competent health care professionals; and

WHEREAS, the AGENCY has the necessary facilities for clinical experience in recognition of the need to educate and to assist in the provision of the educational programs for Paramedic and Emergency Medical Technician (EMT) students 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 above recitals are true and correct.

ARTICLE 2 – SPECIAL CONDITIONS:

2.01 Program Purpose. The education and clinical experience for the student shall be the primary purpose of the program.

2.02 Term of Agreement. The term of this Agreement shall be for the period commencing **date, 20xxxx**, though, **date, 20xxxx**, except that either party may terminate this Agreement by giving sixty (60) days written notice (registered mail) prior to said expiration date.

2.03 Instruction and Curriculum

a. The AGENCY rules and regulations shall be followed by all students and faculty of AFFILIATE when they are receiving training and education provided by the terms of this agreement. All AFFILIATE students shall be required to wear identification mandated by both AFFILIATE and the AGENCY in accordance with the policies of the AGENCY and AFFILIATE.

b. The AGENCY shall not substitute students of AFFILIATE for paid AGENCY staff for any purpose, function or task while the students are participating in any activity that is covered by this agreement. No student shall be considered to be an employee of the AGENCY during the clinical courses.

c. Prior to participating in any of the AGENCY programs pursuant to this agreement, all students must have completed training on compliance with the confidentiality and privacy provisions of the Health Insurance Portability and Accountability Act (HIPAA). AFFILIATE is required to provide documentation of this training for each student prior to the student participating in any AGENCY program.

2.04 Course Materials. If requested, AFFILIATE shall provide the AGENCY copies of current course outlines, course objectives, curriculum, philosophy and a list of faculty and their qualifications.

2.05 Educational Plan. AFFILIATE faculty will prepare an educational plan in conjunction with AGENCY staff prior to the placement of students with the AGENCY. 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 faculty shall be responsible for maintaining cooperative relationships with AGENCY staff. The AGENCY shall provide opportunities for participating students to observe and assist in various aspects of patient care as an active participant in all phases of rescue operations.

2.06 Approval/Accreditation Status. AFFILIATE, through its administrators and faculty, shall maintain approval/accreditation status for those programs in the health care field as it relates to the emergency medical technician and paramedic studies.

2.07 Supervision of Clinical Experiences. Students participating in the Emergency Medical Technician Program or Paramedic for clinical educational experiences directly related to patient care shall at all time be supervised by AGENCY personnel.

2.08 Student Evaluation. Upon the request of AFFILIATE, the AGENCY shall assist in the evaluation of student performance. However, AFFILIATE shall be responsible for guidance, direction and supervision of students participating in the program. The AGENCY shall be responsible at all times for patient care.

2.09 Number of Assigned Students. AFFILIATE and the AGENCY agree that the determination of the number of students to be assigned to the AGENCY and their scheduled placement shall be at the sole discretion of the AGENCY and shall not be altered by AFFILIATE or the student.

2.10 Program Uniforms. AFFILIATE shall require students participating in the educational program to wear the uniform of the program and approved name tag while on the AGENCY'S premises.

2.11 Students are Not Agency Employees. AFFILIATE, its faculty and its students shall in no event become or be deemed to be employees, servants, agents, or volunteers of the AGENCY.

2.12 No Compensation. Each party shall perform the duties and responsibilities specified in this Agreement without compensation. Participating students shall be treated by the AGENCY as trainees and shall have no expectation of receiving compensation or future employment from either party. Students shall pay for their own meals while participating in the program.

2.13 Discontinued Student Placement. AFFILIATE reserves the right to refuse or discontinue the placement of students if the AGENCY does not meet the professional educational requirements and standards of AFFILIATE. The AGENCY reserves the right to discontinue the availability of its facilities and services to any student who does not continuously meet professional or other requirements, qualifications and standards of the AGENCY as determined by the AGENCY. The AGENCY reserves the right to immediately remove from its premises, and to prohibit from future participation, any student who behaves unprofessionally or poses an immediate threat or danger to patients or personnel or to the quality of medical services.

2.14 Infectious Diseases and Student Immunizations. AFFILIATE shall advise students of the risk of infectious diseases and that the AGENCY is not responsible for exposure to infectious diseases. AFFILIATE shall verify that students have received immunizations for Measles, Mumps, Rubella (MMR) Diphtheria and Tetanus (DT) and have received annual screening for Tuberculosis. AFFILIATE 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 student should participate in hepatitis B vaccination and post-exposure evaluation and follow-up.

2.15 Personal Property. The AGENCY shall not be responsible for the personal property belonging to AFFILIATE, faculty or students participating in the program.

2.16 Participant's Medical Care. AFFILIATE and/or the students participating in the program shall be responsible for arranging for the student's medical care and/or treatment, if necessary, including transportation in the event of illness or injury while participating in the program provided at the AGENCY'S premises. In no event shall the AGENCY be financially or otherwise responsible for said medical care and treatment.

2.17 Emergency Health Care Services. The AGENCY shall provide immediate emergency health care services to students participating in the program in the event of accidental injury or illness while on the AGENCY'S premises. At the time of providing such services, the AGENCY and emergency health care facility shall accept assignment of the affected individual's personal or student basic accident insurance policy. The AGENCY shall not be responsible for costs involved in the provision of such services, the follow-up care, or hospitalization.

2.18 Professional Liability Insurance. The AFFILIATE shall furnish to MDFR, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outline below:

A. General Liability Insurance:

- (1) Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage;** or
- (2) General Liability Self Insurance, with provisions, limits and limitations as provided for by section 768.28, Florida Statutes, as may be amended.

and

B. Professional Liability Insurance in an amount not less than \$1,000,000.

If the AFFILIATE changes its name, the AGENCY must be notified immediately and a new Affiliation Agreement must be entered into under the new name. A Certificate of Insurance must be resubmitted with the current name of the AFFILIATE. When the AGENCY is notified of such a change, the student rider program will be suspended until a new agreement is signed and new certificates of insurance are approved by Miami-Dade County Risk Management.

2.19 Agency Accreditation/Licensure. The AGENCY shall provide proof of its accreditation/licensure status to AFFILIATE.

2.20 Agency Insurance. The AGENCY maintains a self-insurance fund for the benefits of its employees, servants and agents. Nothing contained within this Agreement shall constitute a waiver of sovereign immunity by the AGENCY.

2.21 Criminal Background Check and Drug Screening. All health science education students at AFFILIATE, who participate in a clinical experience at the AGENCY, must take and successfully pass a criminal background check and a nine panel drug screening test. The background check will be conducted by AFFILIATE and a copy of such will be retained. The AGENCY will only allow students who have passed both, to participate in this agreement.

2.22 Indemnification.

Public entities: The AFFILIATE shall indemnify and hold harmless the County and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the AFFILIATE or its employees, agents, servants, partners, principals or subcontractors. The AFFILIATE shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of the Statute whereby the AFFILIATE shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which when totaled with all other claims or judgments paid by the contractor arising out of the same incident or occurrence, exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the AFFILIATE.

Private entities: The AFFILIATE shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the AFFILIATE or its employees, agents, servants, partners, principals or subcontractors. The AFFILIATE shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County,

where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The AFFILIATE expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by contractor shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

2.23 Compliance with HIPAA. AFFILIATE and its agents, students, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of the AGENCY and its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of the AGENCY. AFFILIATE will train all students related to current HIPAA compliance prior to enrollment in any program pursuant to this agreement. AFFILIATE agrees to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §§ 1320d - 1320d-9 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Part 164, and the federal security standards contained therein. AFFILIATE shall not use or further disclose any protected health information, as defined in 45 C.F.R. 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively, the Protected Health Information"), other than as permitted by this Agreement and the requirements of HIPAA or the Regulations. AFFILIATE will implement appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as contemplated by this Agreement.

ARTICLE 3 - MISCELLANEOUS:

3.01 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.

3.02 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 or Miami-Dade County to be sued by third parties in any matter arising out of any contract.

3.03 Non-Discrimination. The parties shall not discriminate against any AGENCY employee or student "rider" 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.

3.04 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.

3.05 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.

3.06 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.

3.07 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.

3.08 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.

3.09 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 including, without limitation, applicable policies, rules and regulations of the AGENCY and AFFILIATE.

3.10 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 to the jurisdiction of the State courts of the Eleventh Judicial Circuit of Miami-Dade County, Florida and the United States District Court of the Southern District of Florida to the exclusion of all others. The parties further agree to waive their right to a jury trial. Each party further agrees that process may be served upon such Party in any manner authorized under the laws of the State of Florida.

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

3.12 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.

3.13 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, 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.

3.14 Place of Performance. All obligations of AGENCY under the terms of this Agreement are reasonably susceptible of being performed in Miami-Dade County, Florida.

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

3.16 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:

To Fire Chief:

xxxx, Fire Chief
Miami-Dade Fire Rescue Department
9300 N.W. 41 Street
Doral, FL 33178

To Chief EMS Division:

xxxx , Division Chief
Miami-Dade Fire Rescue Department
9300 N.W. 41 Street
Doral, FL 33178

To President/CEO of:

xxxx
xxxx
xxxx
Miami, FL xxxx

3.17 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.

3.18 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.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written. The undersigned hereby approve this Affiliation Agreement:

ATTEST:

By: _____
Name of Authorized Representative

Date: _____

Signature of Authorized Representative

By: _____
Name County Mayor or Mayor's Designee

Date: _____

Signature of County Mayor or Mayor's Designee

Approved by County Attorney as
to form and legal sufficiency. _____