

AFFILIATION AGREEMENT

This Agreement is entered into by and between the **DISTRICT BOARD OF TRUSTEES OF STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA**, a public body corporate of the State of Florida, hereinafter referred to as "College," and the **CITY OF NORTH PORT, FLORIDA**, a municipal corporation of the State of Florida, hereinafter referred to as "Affiliate."

WITNESSETH:

WHEREAS, the College offers its students enrolled in the Criminal Justice, and Public Safety and Emergency Management Programs ("Students") the opportunity to participate in a practice experience where they can observe and interact with police department services; and

WHEREAS, the Affiliate provides police department services to the residents of the City of North Port, Florida, through the Affiliate's Police Department; and

WHEREAS, the parties desire to establish an agreement to guide and direct their affiliation and working relationship, and to provide a high-quality practical experience assignment for the Students assigned within the Affiliate's Police Department (the "Program"); and

WHEREAS, the Affiliate has agreed to make its Police Department (the "Department") personnel and facilities available to the College for the Program.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

A. GENERAL UNDERSTANDING:

1. The Program provided by the Affiliate will be comprised of such content as further described in this Agreement. The length of each individual Student's time in the Program will last for one (1) semester, but at no time will it exceed two hundred and forty (240) hours.
2. Removal of Students: All Students must be mutually acceptable to both parties and either party may temporarily or permanently remove a Student from the Program when the Student's performance is unsatisfactory to the Department or the Student's behavior, in the Affiliate's sole discretion, is disruptive or detrimental to the regular operation of the Department, or whose actions violate the Affiliate's policies and procedures, applicable federal, state and local laws or regulations. In such event, said Student's participation in the Program shall immediately cease and the Student shall be prohibited from Department property. If, for any other reason, either party reasonably believes that it is not in the best interest of the Affiliate, Department, College, or Student for the Student to continue in the Program, the Affiliate's Captain of Professional Standards and the College's Internship Coordinator will discuss the matter before a final decision is made. The Affiliate reserves the right to require the immediate removal of any Student.
3. Term: The term of this Agreement shall commence on the date the last party signs it, and shall expire on December 31, 2019 (the "Initial Term"). Following the Initial Term, and unless otherwise terminated as provided herein, this Agreement shall automatically renew for a term of one (1) year on an annual basis (the "Renewal Term"). This Agreement shall have a maximum of four (4) Renewal Terms.

4. **Termination:** Except as otherwise provided herein, either party may terminate this Agreement at any time upon ninety (90) days written notice, provided that all Students currently enrolled in the Program at the time of the notice of termination are not subject to withdrawal as a result of the termination and are given the opportunity to complete the Program in accordance with the terms herein.
5. **Independent Contractor:** The parties hereby acknowledge that they are each independent contractors, and neither the College nor any of its Students, agents, representatives, or employees shall be considered agents, representatives, or employees of the City of North Port, Florida, or the City of North Port Police Department, nor shall the City of North Port, Florida, or the City of North Port Police Department or any of its agents, employees, board members or representatives be considered agents, representatives, or employees of the College. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties. The College shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social, and other taxes or benefits. Neither the City of North Port, Florida, nor the City of North Port Police Department shall be responsible for any salaries, insurance, or other benefits related to Students or College personnel.
6. **Confidentiality:** Except as required by law, the College and its Students agree to keep strictly confidential and hold in trust all confidential information of the Department and not disclose or reveal any confidential information to any third party without the express prior written consent of the Department. Unauthorized disclosure of confidential information shall be a material breach of this Agreement and shall provide Affiliate with the option of pursuing remedies for breach or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to the College.
7. **Indemnification:** To the extent provided by law, Affiliate shall indemnify and hold College harmless from any and all claims, demands, causes of action and damages arising out of the negligent or willful acts of itself and its employees and agents in completing its responsibilities under this Agreement. Nothing contained herein shall obligate Affiliate to indemnify or in any way be liable to pay to any person or entity any amount which exceeds the amount(s) for which Affiliate could be held liable under the provisions of section 768.28, Florida Statutes, and nothing herein shall be read as a waiver of the sovereign immunity beyond that provided in section 768.28, Florida Statutes, nor will anything herein be read as increasing the liability of Affiliate to any person or entity beyond the limits of liability for which Affiliate could be held liable under section 768.28, Florida Statutes. Affiliate is insured through commercial or self-insurance programs to the limits required under section 768.28, Florida Statutes, for this indemnity requirement.

To the extent provided by law, College shall indemnify and hold Affiliate harmless from any and all claims, demands, causes of action and damages arising out of the negligent or willful acts of itself and its employees and agents in completing its responsibilities under this Agreement. Nothing contained herein shall obligate College to indemnify or in any way be liable to pay to any person or entity any amount which exceeds the amount(s) for which College could be held liable under the provisions of section 768.28, Florida Statutes, and nothing herein shall be read as a waiver of the sovereign immunity beyond that provided in section 768.28, Florida Statutes, nor will anything herein be read as increasing the liability of College to any person or entity beyond the limits of liability for which College could be held liable under Section 768.28, Florida Statutes. College is self-insured through the Florida College Risk Management Consortium, to the limits required under section 768.28, Florida Statutes, for this indemnity requirement.

This provision does not and shall not be construed to waive either party's entitlement to Sovereign Immunity as provided under applicable Florida Law and any obligation under this section shall be restricted to the limits contained in Section 768.28, Florida Statutes. The indemnification agreed to under this section shall survive the termination of this Agreement.

8. Entire Agreement: This Agreement and its accompanying Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement shall not be modified or amended except by mutual written agreement. All continuing covenants, duties, and obligations shall survive the expiration or termination of this Agreement.
9. Severability: If any provision(s) of this Agreement is held to be invalid or unenforceable, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision(s).
10. No Waiver: Any failure of a party to enforce that party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.
11. Governing Law: The rights, obligations and remedies of the parties under this Agreement shall be governed and construed in accordance with the laws of the State of Florida. The sole and exclusive jurisdiction for any legal or judicial action brought to enforce this Agreement shall be in the Twelfth Judicial Circuit Court in and for Sarasota County, Florida.
12. Assignment Binding Effect: The College may not assign or transfer any of its rights, duties, or obligations under this Agreement, in whole or in part, without the prior written consent of Affiliate. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

B. MUTUAL RESPONSIBILITIES:

1. The parties will work together to maintain an environment for a quality Program. At the request of either party, a meeting or conference will be promptly held between the College and Affiliate representatives to resolve any concerns or problems, to evaluate and improve teaching methods, propose changes in curriculum design, or develop any improvements in the operation of the Program.
2. The parties will collaborate to develop and coordinate appropriate research and service projects for Students. All research and service projects will be agreed upon by the College and Affiliate following all established institutional guidelines as related to research and/or service.
3. In the event of an accident or incident which causes injury, death, or may involve legal liability on the part of a Student or College faculty member, each party will submit an incident or accident report to the following office:
 - a. For the College:
Dr. Josef Rill, Director, Business Services
State College of Florida, Manatee-Sarasota
5840 26th Street West
Bradenton, Florida 34207

b. For the Affiliate:
Captain of Professional Standards
4980 City Hall Boulevard
North Port, FL 32486

4. Upon receiving the prior written authorization of the Affiliate or designated Department representative, certain case materials, with all identifying information removed, may be taken by the Student to the College for confidential classroom training purposes only.

C. AFFILIATE RESPONSIBILITIES:

1. The Department shall accept no more than two (2) Students per semester as are assigned to the Program by the College, and shall cooperate in the orientation of all Students. The Department shall provide opportunities for Student, who shall be supervised by College and Department personnel, to observe and assist in various aspects of policing, law enforcement, and related topics. The Department shall coordinate the College's rotation and assignment schedule. The Department shall at all times retain ultimate control of and responsibility for Department personnel, equipment, emergency scenes, and citizen care.
2. Upon the request of the College, the Department shall assist the College in the evaluation of each Student's performance in the Program. However, the College shall at all times remain solely responsible for the evaluation and grading of Students.
3. The Affiliate will retain responsibility for the care of the public and will maintain administrative and professional supervision of Students insofar as their presence and Program assignments affect the operation of the Affiliate and its care, direct and indirect, of the public. The Affiliate will provide qualified personnel to supervise and instruct Students pursuant to Program requirements.
4. The Affiliate will not use any Student in lieu of sworn law enforcement or non-sworn professional staff.
5. The Affiliate will accept only the number of Students that staff, time, and space permit with a maximum of two (2) Students per semester.
6. The Affiliate will provide the Students with appropriate participation, in the sole discretion of the Affiliate, interacting with the public and other learning processes necessary to accomplish the educational outcomes of the Program.
7. Subject to the Affiliate's overall responsibility for the care of the public, it may invite appropriately credentialed College faculty members to provide such services as may be necessary for teaching purposes.
8. The Affiliate will provide adequate resources for Students and College faculty in accordance with the objectives developed through cooperative planning by the College's departmental faculty and the Affiliate's staff. Included may be such resources as library, conference space, classrooms, cafeteria, lounges, parking, office, workspace, or dressing rooms.
9. The Affiliate may assist the College in a collaborative assessment of each Student and their performance. Final responsibility for grading shall be maintained by the College.

D. COLLEGE RESPONSIBILITIES:

1. Clinical Component: The College shall be responsible for the implementation and operation of the clinical component of the Program held at the Department, which component shall be approved in advance by the Department. Such responsibilities shall include, but are not limited to, the following:
 - a. Orientation, curriculum, evaluation, and granting of educational credit for Students;
 - b. Orientation of Affiliate personnel to the goals, objectives, and learning experiences of the Program.
 - c. Provision of classroom theory and practical instruction to Students prior to their assignments at the Department;
 - d. Preparation of Student assignments and rotation plans for each Student and coordination with the Department;
 - e. Continuing oral and written communication with the Department regarding Student performance and evaluation, absences and assignments of Students and other pertinent information;
 - f. Supervision, in coordination with the Department, of Students and their performance at the Department;
 - g. Participation, with the Students, in the Department's Quality Assurance and related programs;
 - h. Ensuring that Students selected for participation in the Program are prepared for competent and safe participation in the practice phase of their overall education;
 - i. Performance of such other duties as may from time to time be agreed to between the College and the Department;
 - j. All Student, faculty, employees, agents and representatives of the College participating in the Program at the Department shall coordinate their activities with the Department's Captain of Professional Standards.
2. Student Statements:
 - a. The College shall direct each Student to sign a Student Participation and Release, Waiver and Indemnification Agreement in the form attached hereto as Exhibit "A." No one under the age of 18 shall be permitted to be a Student.
 - b. The College shall direct each Student to sign a Statement of Confidentiality in the form attached hereto as Exhibit "B."
3. The College shall ensure that the Program is conducted in such a manner as to enhance care to the public.
4. Liaison: The College will designate a faculty member as liaison to the Affiliate. The name and contact information for the liaison shall be provided to the Affiliate at the start of each semester.

5. Performance of Services: All faculty provided by the College shall be duly licensed, certified, credentialed or otherwise qualified to participate in the Program. The College shall have a specially designated staff for the performance of the services specified herein. The College and all Students shall perform their duties and services hereunder in accordance with all relevant local, state, and federal laws, and shall comply with the standards and guidelines of all applicable accrediting bodies and all rules and regulations of the City of North Port, Florida, the City of North Port Police Department, and any regulations and policies of the College as may be in effect from time to time. Neither the College nor any Student shall interfere with or adversely affect the operation of the Department or the performance of services therein. The College will, upon request, provide evidence of these credentials.
6. Affiliate's Policies: The College shall require that Students abide by the Affiliate's policies, rules, standards, regulations, and procedures, including but not limited to the Department's Standard Operating Procedure 900.18 – Internship Program, as amended from time to time.
7. Educational Records: The College will maintain educational records and information relative to Students in accordance with the Family Educational Rights and Privacy Act of 1974 (FERPA) and Section 1002.22, Florida Statutes.
8. Dress Code; Breaks: The College shall require Students participating in the Program to dress in accordance with dress and personal appearance standards as provided for in the Department's Standard Operating Procedure 700.01 – Dress Code, as amended from time to time. All Students shall remain on the Department's premises for breaks, including meals. Students shall pay for their own clothing and meals during their participation in the Program.
9. Insurance: Faculty and staff of the College are provided with comprehensive general liability insurance subject to the terms and limitations of Section 768.28, Florida Statutes. Students shall provide their own medical and professional liability insurance. No insurance shall be provided by the Affiliate or the Department for Students or College faculty or staff.
10. Eligibility of Students: The College, shall direct students to obtain a Level 1 and Level 2 Criminal Background Check prior to the Students' participation in the Program. Students must meet the screening standards for each background check as set forth in Florida Statutes, Sections 435.03 and 435.04. The Department may perform its own Criminal Background Investigation on each Student participating in the Program prior to the Student being assigned to the Department. Students will be directed to provide the results of the screening to Affiliate prior to beginning an internship.

E. NON-DISCRIMINATION:

The City of North Port, Florida, does not discriminate on the basis of race, color, national origin, sex, age, disability, veteran status, family or religious status in administration of its programs, activities or services. The parties shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristics or veteran status. To the extent applicable, the parties agree that they will comply with the following:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from federal financial assistance.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.
3. Title IX of the Education Amendments of the 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
4. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
5. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
6. Executive Order 11246 of September 24, 1965 as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor, which prohibit discrimination in government employment on the basis of race, creed, color, or national origin.
7. The Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 219 et seq., covering rehabilitation measures for Vietnam Veterans.
8. The Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability and/or perceived disability.
9. Section 413.036 of the Florida Statutes, which provides for the procurement of services from a qualified nonprofit agency for the blind or for the other severely handicapped.
10. Chapter 760, Florida Statutes, which prohibits discrimination on the basis race, color, religion, sex, national origin, age handicap, or marital status.
11. Title 45, C. F. R. 160.103, Health Insurance Portability and Accountability Act which governs privacy regulations associated with medical information.
12. All regulations, guidelines, and standards which are now or may be lawfully adopted under the above statutes, as well as any other federal, state, or local rules, regulations and ordinances.

F. NOTICES

All notices and demands shall be in writing, delivered personally or by registered or certified mail, return receipt requested, and shall be deemed to have been duly given when delivered personally or when signed for at the following address:

For Affiliate:

City of North Port
Chief of Police
4980 City Hall Boulevard
North Port, FL 34286

For College:

Executive Vice President & Provost
State College of Florida, Manatee-Sarasota
5840 26th Street West
Bradenton, FL 34207

With copy of notices to:

City of North Port
City Attorney
4970 City Hall Boulevard
North Port, FL 34286

With a copy to:

General Counsel
State College of Florida, Manatee-Sarasota
5840 26th Street West
Bradenton, FL 34207

Or to such other persons or places as either party may from time to time designate by giving written notice to the other party.

(This section intentionally left blank.)

By executing this Agreement, the signatory represents that they are authorized to sign on behalf of the Agency. This Agreement is effective when the last party signs this Agreement.

DISTRICT BOARD OF TRUSTEES OF STATE
COLLEGE OF FLORIDA, MANATEE-SARASOTA:

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of ____, 2019, by _____, who is personally known to me or who produced _____, as identification.

Notary Public

CITY OF NORTH PORT, FLORIDA:

By: _____
Christopher Hanks
Mayor

ATTEST

By: _____
Kathryn Wong
City Clerk

APPROVED AS TO FORM AND CORRECTNESS

By: _____
Amber L. Slayton
City Attorney