

AFFILIATION AGREEMENT

This Agreement is made and entered into by and between **THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA** (“School Board”) and **THE CITY OF NORTH PORT, FLORIDA** (“City”).

WITNESSETH:

WHEREAS, the School Board offers its enrolled students the opportunity to participate in a Health Science program where they can observe and interact with fire rescue services; and

WHEREAS, the City provides fire rescue services to the City’s residents through the City’s Fire Rescue Department; and

WHEREAS, the School Board desires to provide its students with a clinical learning experience through the application of knowledge and clinical skills in actual patient-centered situations in a Fire Rescue Department (the “Program”); and

WHEREAS, the City has agreed to make its Fire Rescue Department (“Department”) personnel and facilities available to School Board for such purposes.

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

1. **Responsibilities of School Board**

- (a) **Clinical Program**: The School Board shall be responsible for the implementation and operation of the clinical component of the Program held at the Department, which Program components shall be approved in advance by the Department. Such responsibilities shall include, but not be limited to, the following:
 - (i) Orientation of students to the clinical experience at the Department;
 - (ii) Provision of classroom theory and practical instruction to students prior to their clinical assignments at the Department;
 - (iii) Preparation of student/patient assignments and rotation plans for each student and coordination with the Department;
 - (iv) Continuing oral and written communication with the Department regarding student performance and evaluation, absences and assignments of students and other pertinent information;
 - (v) Supervision, in coordination with the Department, of students and their performance at the Department;

- (vi) Participation, with the students, in the Department's Quality Assurance and related programs;
 - (vii) Performance of such other duties as may from time to time be agreed to between School Board and the Department; and
 - (viii) All students, faculty, employees, agents and representatives of School Board participating in the Program at the Department (the "Program Participants") shall coordinate their activities with the Department's Division Chief of Emergency Medical Services.
- (b) Student Statements:
- (i) School Board shall require each Program Participant 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 Program Participant.
 - (ii) School Board shall require each Program Participant to sign a Statement of Confidentiality in the form attached hereto as **Exhibit B**.
- (c) Insurance: School Board carries a Student Blanket Professional Liability Insurance policy with limits of \$1 million per person/\$3 million per incident. School Board is self-insured for general liability purposes, as evidenced in the form attached hereto as Exhibit C.
- (d) Health of Participants: All Program Participants shall pass a medical examination acceptable to the Department and shall prove to be free of tuberculosis, verified via Suncoast Technical College application paperwork, prior to their participation in the Program at least once a year or as otherwise required by Florida law.
- (e) Program Participant Medical Care: School Board or the Program Participant shall be responsible for arranging for the Program Participant's medical care or treatment, if necessary, including transportation, in cases of illness or injury while participating in the Program. In no event shall the City or the Department be financially responsible for said medical care and treatment.
- (f) Dress Code; Breaks: School Board shall require Program Participants to dress in accordance with dress and personal appearance standards approved by the School Board. Such standards shall be in accordance with the Department's standards. All Program Participants shall remain on the Department's premises for breaks, including meals. Program Participants shall pay for their own meals during their participation in the Program.
- (g) Performance of Services: All faculty provided by School Board shall be duly licensed, certified, or otherwise qualified to participate in the Program. School Board shall have a specially designated staff for the performance of the services specified herein. School Board and all Program Participants 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, the City of North Port Fire Rescue District, and any rules and regulations of the School Board as may be in effect from time to time. Neither School Board nor any Program Participant shall interfere with or adversely affect the operation of the Department or the performance of services therein.

- (h) Eligibility of Students: School Board, at its expense, shall conduct a Level 1 and Level 2 Criminal Background Check on all Program Participants prior to participation in the Program. Program Participants must meet the screening standards for each background check as set forth in Florida Statutes Sections 435.03 and 435.04.

2. Responsibilities of the Department

- (a) The Department shall accept the students assigned to the Program by School Board and cooperate in the orientation of all Program Participants. The Department shall provide the opportunities for such Program Participants, who shall be supervised by School Board and Department personnel, to observe and assist in various aspects of nursing, EMS and allied healthcare fields. The Department shall coordinate School Board's rotation and assignment schedule. The Department shall at all times retain ultimate control of and responsibility for Department personnel, equipment, emergency scenes, and patient care.
- (b) Upon the request of School Board, the Department shall assist School Board in the evaluation of each Program Participant's performance in the Program. However, School Board shall at all times remain solely responsible for the evaluation and grading of Program Participants.

3. Withdrawal of Program Participant

The Department may require School Board to withdraw or dismiss a Program Participant from the Program when the Program Participant's clinical performance is unsatisfactory to the Department or the Program Participant's behavior, in the Department's discretion, is disruptive or detrimental to patients. In such event, said Program Participant's participation in the Program shall immediately cease and the Program Participant shall be prohibited from Department property.

4. Independent Contractor

The parties hereby acknowledge that they are each independent contractors, and neither the School Board nor any of its Program Participants, agents, representatives, students, or employees shall be considered agents, representatives, or employees of the City of North Port or the City of North Port Fire Rescue District, nor shall the City of North Port or the City of North Port Fire Rescue District or any of its agents, employees, board members or representatives be considered agents, representatives, or employees of School Board. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties. School Board 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 or the City of North Port Fire Rescue District shall be responsible for any salaries, insurance, or other benefits related to Program Participants or School Board personnel.

5. Confidentiality

Except as required by law, School Board and its Program Participants agree to keep strictly confidential and hold in trust all confidential information of the Department and its patients 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 the City with the option of pursuing remedies for breach or,

notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School Board.

6. Indemnification

School Board, to the extent allowed by law, shall indemnify, defend, and hold harmless the City of North Port, Florida, its Fire Rescue Department, and its commissioners, officers, agents, board members, medical and nursing staff, representatives, and employees from and against all liabilities, fines, claims, assessments, suits, judgments, damages, losses, costs and expenses, including consequential, special, indirect, and punitive damages, (including, but not limited to, reasonable attorneys' fees and court costs, whether such fees and costs are incurred in negotiations, at the trial level or on appeal, or in the collection of attorneys' fees), relating to or arising out of any act, breach, neglect or omission of the School Board, its officers, employees, agents or the Program Participants in the performance of or participation in the Program and under this Agreement, including, but not limited to, claims for personal injury, professional liability or, with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements.

The City of North Port shall indemnify, defend, and hold harmless the School Board and its employees against all liabilities, fines, claims, assessments, suits, judgments, damages, losses, costs and expenses, including consequential, special, indirect, and punitive damages, (including, but not limited to, reasonable attorneys' fees and court costs, whether such fees and costs are incurred in negotiations, at the trial level or on appeal, or in the collection of attorneys' fees), incurred by School Board in defending or compromising any claims or actions brought against School Board arising out of or related to the City of North Port's employees' or representatives' performance of duties hereunder.

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.

7. Term and Termination

- (a) The term of this Agreement shall commence when the last party signed this Agreement, and shall expire on January 1, 2023, unless otherwise terminated as provided herein.
- (b) Except as otherwise provided herein, either party may terminate this Agreement at any time upon sixty (60) days written notice, provided that all students currently enrolled in the Program at the time of notice of termination and not subsequently subject to withdrawal as set forth in Section 3, shall be given the opportunity to complete the Program, such completion not to exceed six (6) months.

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. **Captions**

The caption headings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this Agreement.

11. **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.

12. **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.

13. **Assignment Binding Effect**

School Board 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 City. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

14. **Nondiscrimination**

The City of North Port, Florida, does not discriminate on the basis of race, color, national origin, sex, age, disability, 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.

15. **Notices**

All notices and demands shall be in writing, delivered personally, by registered or certified mail, return receipt requested, or by Federal Express, or Express Mail and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

North Port Fire Rescue: North Port Fire Rescue District
Attn: Scott A. Titus, Fire Chief
4980 City Center Boulevard
North Port, Florida 34286

School Board: The School Board of Sarasota County, Florida
Attention: Suncoast Technical College Director
4748 Beneva Road
Sarasota, Florida 34233;

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 space intentionally left blank; signatures to follow)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first hereinabove stated.

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA

By: _____
Caroline Zucker, Chair

Approved for Legal Content
_____, by Matthews Eastmoore,
Attorneys for The School Board of Sarasota
County, Florida
Signed: ASH

CITY OF NORTH PORT, FLORIDA

Debbie McDowell
Mayor

ATTEST

Heather Taylor, CMC
Interim City Clerk

APPROVED AS TO FORM AND CORRECTNESS

Amber L. Slayton
City Attorney

EXHIBIT A

**STUDENT PARTICIPANT
RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT**

In consideration of the benefits, in the form of training and experience, I will receive as a participant in the Clinical Training Program ("Program") provided through an Agreement between the Sarasota County School Board and the City of North Port, Florida ("North Port Fire Rescue Department"), I hereby agree as follows:

I, _____, for myself, my heirs and personal representatives, hereby assume all liability, risks, injuries and hazards to myself incidental to, or as a result of, my participation in the Program, including but not limited to transportation to and from the Program. I acknowledge the fact that the Program may have and/or involve distinct or inherent risks of physical injury or possibly even death, and physical contact or other conditions or factual circumstances where physical or other injuries may occur, due to the nature of the activity. I HEREBY WAIVE, RELEASE, AND AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE CITY OF NORTH PORT, FLORIDA, ITS COMMISSIONERS, OFFICERS, AGENTS, EMPLOYEES, AND THE PROGRAM ORGANIZERS, SPONSORS, SUPERVISORS AND OTHER PARTICIPANTS FROM ANY CLAIM, DEMAND, LIABILITY, COST, SUIT, JUDGMENTS, DAMAGES, CHARGES OR COMPENSATION FOR LOSS OR INJURY OF ANY KIND (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND COURT COSTS, WHETHER SUCH FEES AND COSTS ARE INCURRED IN NEGOTIATIONS, AT THE TRIAL LEVEL OR ON APPEAL, OR IN THE COLLECTION OF ATTORNEYS' FEES), ARISING OUT OF A LOSS OR AN INJURY, INCLUDING LOSSES OR INJURIES ARISING FROM ANY ACTS, ACTIONS, INACTIONS, OR NEGLIGENCE OF THE CITY OF NORTH PORT, ITS COMMISSIONERS, OFFICERS, AGENTS, EMPLOYEES, OR THE PROGRAM ORGANIZERS, SPONSORS, SUPERVISORS OR PARTICIPANTS, FROM MY PARTICIPATION IN THE PROGRAM. I ACKNOWLEDGE THAT THE CITY OF NORTH PORT, FLORIDA, WILL NOT ASSUME ANY COSTS RELATING TO ANY INJURY WHILE I AM INVOLVED IN THIS PROGRAM. NOTHING HEREIN SHALL CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OF NORTH PORT OR ITS SUBDIVISIONS TO A SUIT BY THIRD PARTIES.

This Release, Waiver and Indemnification Agreement is in consideration of the City of North Port, Florida, and the Program sponsor, allowing my participation in the Program and in further consideration of the City of North Port, Florida not requiring self-funded liability insurance coverage on my part as a condition precedent to my participation in the Program. I freely and voluntarily assume all risk of loss or injury arising from my participation in the Program, whether due to my negligence or the negligence or intentional acts of others. I acknowledge that, absent this Release, Waiver and Indemnification Agreement, the City of North Port, Florida, or other sponsors of the Program, would not have allowed me access to the Program because of unacceptable exposure to civil liability claims or the expense of providing an experience that is risk-free. I have read and understand this document and sign it freely and knowingly, intending that it shall be fully operative and effective in all respects and that it waives legal rights to which I might otherwise be entitled if I am hurt or suffer loss during my participation in the Program. I understand that this Release, Waiver and Indemnification Agreement is continuing in nature and shall apply to all incidents that may occur during my participation in the Program for a period of one year from the date of my signature.

Student Status. I understand that as a student in training through the Program I am not an employee of City of North Port, Florida, or the North Port Fire Rescue Department and that as a student, I am not entitled to any of the benefits such an employee may receive, including but not limited to, wages or other compensation, insurance coverage and workers' compensation coverage.

YOU MUST CAREFULLY READ THIS DOCUMENT BEFORE SIGNING IT. YOU ARE WAIVING OR RELEASING VALUABLE LEGAL RIGHTS. YOU ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY IF YOU DO NOT FULLY UNDERSTAND THIS DOCUMENT.

Date: _____

Program Participant Signature

Program Participant Name

EXHIBIT B

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges their responsibility under applicable state and federal law and the Agreement between The School Board of Sarasota County, Florida and City of North Port, Florida (“North Port Fire Rescue Department”), to keep and maintain as confidential, all medical information they may learn or come into contact with regarding the patients’ of the North Port Fire Rescue Department. The undersigned agrees, under penalty of law, not to reveal to any person or persons, except for authorized clinical staff and associated personnel, any specific information regarding any patient, and further agrees not to reveal to any third party, except as required by law, any confidential information of the Health Care Facility.

Date: _____

Program Participant Signature

Program Participant Name