

AFFILIATION AGREEMENT

By and Between:

CITY OF NORTH PORT, FLORIDA

and Florida Gulf Coast University

on behalf of

Board of Trustees

THE NORTH PORT POLICE
DEPARTMENT

10501 FGCU Boulevard South

Fort Myers, Florida 33965-6565

4970 City Hall Boulevard

North Port, Florida 34286

Attn: North Port Police Department

4980 City Hall Blvd

North Port, FL 34286

This Affiliation Agreement, ("Agreement"), is entered into by FLORIDA GULF COAST UNIVERSITY BOARD OF TRUSTEES, a public body corporate of the State of Florida, on behalf of the College of Arts and Sciences, hereinafter referred to as "University", and City of North Port, Florida, a municipal corporation of the State of Florida, on behalf of the North Port Police Department ("Affiliate"). This Agreement is for the following programs:

- Criminal Justice Majors
- Forensic Studies Majors
- Legal Studies Majors

WHEREAS, the University is desirous of establishing an agreement to guide and direct the parties respecting their affiliation and working relationship, inclusive of anticipated future arrangements and agreements in furtherance thereof, to provide high quality practice experiences for students within the College of Arts and Sciences.

Affiliation Agreement with College of Arts and Sciences
Florida Gulf Coast University

WHEREAS, the University's College of Arts and Sciences offers its students enrolled in the Criminal Justice, Forensic Studies, and Legal Studies Majors ("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 ("Program"); and

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

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

A. GENERAL UNDERSTANDING:

1. The practice experiences to be provided will be of such content and cover such periods of time as may, from time to time, be mutually agreed upon by the University and Affiliate.
2. The number of students designated for participation in a practice experience, their academic level, the time and length of the learning experience, and the availability of learning opportunities will be mutually determined by agreement of the parties in advance of the clinical assignment.
3. 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, University, or Student for the Student to continue in the Program, the Affiliate's Captain of Professional Standards and the University'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.

4. Students accepted into the internship program will not receive any monetary compensation and are not entitled to a job at the conclusion of the internship.
5. Amendment: No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. Any amendments changing the City's financial obligations under this Agreement shall require approval by the City Commission. The City Commission hereby authorizes the City Manager or City Manager's authorized designee to approve and execute all Agreement amendments on behalf of City that do not change the City's financial obligations under this Agreement.
6. Term: The term of this Agreement shall commence on _____ and expire _____ ("Initial Term"). Following the Initial Term, and unless otherwise terminated as provided herein, this Agreement will automatically renew for a term of one (1) year on an annual basis ("Renewal Term"). This Agreement shall have a maximum of four (4) Renewal Terms. The term of this Agreement shall be perpetual and shall not be affected by changes in ownership, personnel, positions and/or titles.
7. Termination: This Agreement may be terminated by either party with 90 days prior written notice provided the 90-day period does not interfere with a student practice experience. If the 90-day notice extends past the beginning of the term, then the 90 day notice will be waived so long as some notice was given. In no case will the Agreement be terminated during a practice experience, thereby allowing students currently enrolled and participating to have the opportunity to complete the practice experience with Affiliate. Notwithstanding the foregoing, this Agreement may be cancelled by the Affiliate at any time if the student commits a violation of law; fails to follow directives from the Affiliate; causes injury or damages; or creates a dangerous or harmful situation thorough any act or omission while engaged in a practice experience. This Agreement may be unilaterally cancelled by the University for refusal by the Affiliate to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by Affiliate in conjunction with this Agreement.
8. Independent Contractor: The parties acknowledge that they are each independent contractors, and neither the University 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 University. In no event shall this Agreement be construed as

establishing a partnership or joint venture or similar relationship between the parties. The University 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 University personnel.

9. **Confidentiality:** Except as required by law, the University 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 University.

10. **Indemnification:** To the extent provided by law, Affiliate shall indemnify and hold University harmless from any and all claims, demands, causes of action and damages arising out of the negligent or willful acts of itself or 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, University 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 University to indemnify or in any way be liable to pay to any person or entity any amount which exceeds the amount(s) for which University could be held liable under the provisions of section 768.28, Florida

Statutes, and nothing here 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 University to any person or entity beyond the limits of liability for which University could be held liable under section 768.28, Florida Statutes. University is self-insured through the State of Florida Risk Management Trust Fund pursuant to Chapter 284, Florida Statutes, 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.

11. 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.
12. 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).
13. 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.
14. 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.
15. Assignment Binding Effect: The University 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 (University, Affiliate, Student):

1. The parties will work together to maintain an environment of quality practice experiences and quality client care. At the request of either party, a meeting or conference will be promptly held between the University and Affiliate representatives to resolve any problems, evaluate and improve teaching methods, propose changes in curriculum design, or develop any improvements in the operation of the contemplated practice experience.
2. The parties will work together to develop and coordinate appropriate research and service projects when applicable. All research and service projects will be agreed upon by the University, Affiliate and student following all established institutional guidelines as related to research and/or service.
3. All parties will not discriminate on the basis of a person's race, color, gender, religion, creed, national origin, disability, marital status, Vietnam or disabled veteran status, or age. All parties will make reasonable accommodations for disabled persons.
4. In the event of an accident or incident, which might involve legal liability on the part of a student or faculty member, each party will submit an incident or accident report to the appropriate department within the University and Affiliate.
5. The confidentiality of client and student records shall be maintained at all times.
6. With prior authorization from the Affiliate, the Affiliate agrees that certain case materials, with all identifying information removed, may be taken by the student to the University for confidential classroom training purposes only.
7. In the event of an accident or incident which causes injury, death, or may involve legal liability on the part of a Student or University faculty member, each party will submit an incident or accident report to the following office:
 - a. For the University:
Office of Environmental Health and Safety
Attn: Risk Management
10501 FGCU Boulevard South
Fort Myers, Florida 33965

b. For the Affiliate:

North Port Police Department
Attn: Captain of Professional Standards
4980 City Hall Boulevard
North Port, Florida 34286

C. AFFILIATE RESPONSIBILITIES:

1. The Affiliate will be responsible for the organization, administration, staffing, operating, financing of its services, the maintenance of accepted standards for efficient management and will operate in accordance with acceptable legal standards.
2. The Affiliate will retain responsibility for the care of clients 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 clients. The Affiliate will provide qualified personnel to supervise/instruct students in University programs, according to Program requirements as communicated to Affiliate personnel.
3. The Affiliate will not use students in lieu of professional or non-professional staff.
4. The Affiliate will accept from the University the number of students that qualified staff, time, and space permit.
5. The Affiliate will provide the student appropriate participation in client care or other learning processes necessary to accomplish the educational outcomes of the practice experience.
6. Subject to the Affiliate's overall responsibility for client care, it may invite appropriately credentialed faculty members to provide such services as may be necessary for teaching purposes.
7. The Affiliate shall provide appropriate orientation for both University faculty and participating students (e.g. facility tour, philosophies, rules, regulations, policies and conduct expectations).
8. The Affiliate will provide adequate resources for participating students and faculty in accordance with the objectives developed through cooperative planning by the University's departmental faculty and the Affiliate's staff. Included may be such resources as library, conference space, classrooms, cafeteria, lounges, parking, office or workspace and dressing rooms.

9. The Affiliate shall, as appropriate, assist the University in a collaborative assessment of each student's performance. Final responsibility for grading will be maintained by the University.
10. The Affiliate will encourage visits of University faculty and accreditation evaluators for the purpose of observing, auditing, participating in teaching, attending planning meetings, or evaluation for accreditation.
11. The Affiliate will provide first aid, with appropriate calls to emergency medical services or referral to a physician to students and faculty in case of injury or illness while engaged in practice experiences. All health care (emergency or otherwise) that a student or University faculty member receives will be at the expense of the individual involved.
12. The Affiliate will be responsible for coordinating with the student any required criminal background checks.
13. Change in Affiliate ownership will be reported to the University within 30 days.

D. UNIVERSITY RESPONSIBILITIES:

1. Clinical Component: The University 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 University and the Department;
- j. All Student, faculty, employees, agents and representatives of the University participating in the Program at the Department shall coordinate their activities with the Department's Captain of Professional Standards.

2. Student Statements:

- a. The University 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 University shall direct each Student to sign a Statement of Confidentiality in the form attached hereto as Exhibit B.
3. The University shall ensure that the Program is conducted in such a manner as to enhance care to the public.
4. Liaison: The University 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 University shall be duly licensed, certified, credentialed or otherwise qualified to participate in the Program. The University shall have a specially designed staff for the performance of the services specified herein. The University 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 University as may be in effect from time to time. Neither the University nor any Student shall interfere with or adversely affect the operation of the Department or the performance of services therein. The University will, upon request, provide evidence of these credentials.

6. Affiliate's Policies: The University 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 University 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 University 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 University are provided with comprehensive general liability insurance pursuant to the terms and limitations of section 768.28 and Chapter 284 Part II, 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 University faculty or staff.
10. Eligibility of Students: The University, 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 sections 435.03 and 435.04, Florida Statutes. 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:

To the extent applicable, Affiliate agrees that it will comply with:

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.

NOTICES

All notices and all other matters pertaining to this Agreement requiring delivery to a party shall be in writing and shall be deemed to have been duly given when received by the addressees at the following addresses:

For Affiliate:

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

and Dean, College of Arts and Sciences
Florida Gulf Coast University
10501 FGCU Boulevard South
Fort Myers, Florida 33965-6565

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
Florida Gulf Coast University
10501 FGCU Boulevard South
Fort Myers, Florida 33965-6565

A party may update its notice information by providing written notice to the other party.

(This section intentionally left blank)

(Signature pages to follow)



The persons signing below on behalf of each party represent and warrant that they are duly authorized to execute this Agreement and bind their respective parties to the terms and conditions of this Agreement, and that no other signatures are required.

FLORIDA GULF COAST UNIVERSITY
BOARD OF TRUSTEES:

By: Clay Motley
Clay Motley (Jun 13, 2025 19:37 EDT)
Dr. Clay Motley, Dean
College of Arts and Sciences

Date: 13/06/25

Approved as to Form and Legality

[Signature]
Print Name: Tom Rinaldi, Esq.
Associate General Counsel
Florida Gulf Coast University

Date: 5/13/25

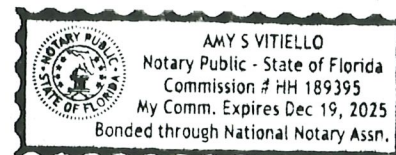
ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13 day of June, 2024, by Dr. Clay Motley, as Dean of College of Arts and Sciences for Florida Gulf Coast University. 2025 ASL

Amy S. Vitello
Notary Public

☒ Personally Known OR ☐ Produced Identification
Type of Identification Produced _____



Affiliation Agreement with College of Arts and Sciences
Florida Gulf Coast University

Approved by the City Commission of the City of North Port, Florida on _____,
2025.

CITY OF NORTH PORT, FLORIDA

PHIL STOKES
MAYOR

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL GOLEN, CPM
INTERIM CITY ATTORNEY

EXHIBIT A

STUDENT PROGRAM RELEASE, WAIVER, AND INDEMNIFICATION AGREEMENT

In consideration of the benefits, in the form of training and experience, I will receive as a Student in the practical experience assignment ("Program") provided through an Agreement between the Florida Gulf Coast University Board of Trustees ("University") and the City of North Port, Florida ("City"), I hereby agree as follows:

I, _____, for myself, my heirs and personal representative, 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, UNIVERSITY, ITS FACULTY AND STAFF, SPONSORS, SUPERVISORS AND OTHER STUDENTS 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, ITS COMMISSIONERS, OFFICERS, AGENTS, EMPLOYEES, OR THE PROGRAM ORGANIZERS, UNIVERSITY, ITS FACULTY AND STAFF, SPONSORS, SUPERVISORS OR STUDENTS, FROM MY PARTICIPATION IN THE PROGRAM. I ACKNOWLEDGE THAT THE CITY 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 and the University allowing my participation in the Program and in further consideration of the City 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

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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 the Program I am not an employee of the City of North Port, Florida, or the North Port Police 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.

Student Signature

Name Printed: _____

Date: _____

EXHIBIT B

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable state and federal law and the Agreement between the Florida Gulf Coast University Board of Trustees and City of North Port, Florida, to keep and maintain as confidential all criminal justice information, including but not limited to any information obtained through the following systems:

1. Florida Criminal Justice Network (CJNet);
2. Florida Crime Information Center (FCIC);
3. National Crime Information Center (NCIC);
4. Interstate Identification Index (III);
5. Law Enforcement Online (LEO);
6. FBI's National Data Exchange (NDEx);
7. International Justice and Public Safety Network (NIets);
8. Florida Criminal Justice Information Services (CJIS);
9. Driver and Vehicle Information Database (DAVID);
10. Arrest warrants and ongoing criminal matters; and
11. Baker Act, Marchman Act, Risk Protection Orders, and any other medical information they may learn or come into contact with while at the North Port Police 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 person, and further agrees not to reveal to any third party, except as required by law, any confidential information they may learn.

Student Signature

Name Printed: _____

Date: _____