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**CITY OF MARATHON, FLORIDA  
RESOLUTION 2005-065**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
MARATHON, FLORIDA, APPROVING AN AGREEMENT WITH THE  
DISTRICT BOARD OF TRUSTEES OF FLORIDA KEYS COMMUNITY  
COLLEGE REGARDING EMERGENCY MEDICAL SERVICES  
STUDENT TRAINING**

**WHEREAS**, the District Board of Trustees of Florida Keys Community College (FKCC) requests to enter into an Agreement between the City of Marathon (City); and

**WHEREAS**, FKCC requests that students enrolled in Emergency Medical Services (EMS) courses obtain clinical/practical experience in Ambulance Services; and

**WHEREAS**, the City FIRE/RESCUE offers to provide necessary equipment for said experience in recognition of need to train EMS students.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE  
CITY OF MARATHON, FLORIDA, THAT:**

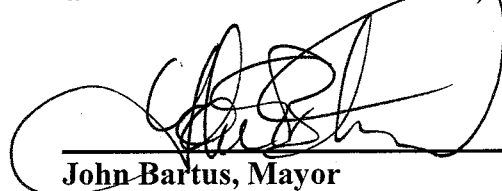
**Section 1.** The above recitals are true and correct and incorporated herein.

**Section 2.** The Agreement between the City of Marathon and the District Board Of Trustees of Florida Keys Community College to permit students to obtain clinical/practical experience in ambulance services a copy of which is attached as Exhibit "A" together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney, is approved.

**Section 3.** This resolution shall take effect immediately upon its adoption.


**PASSED AND APPROVED** by the City Council of the city of Marathon, Florida, this 10th day of May, 2005.

**THE CITY OF MARATHON, FLORIDA**

  
\_\_\_\_\_  
**John Bartus, Mayor**

AYES: Bull, Mearns, Miller, Pinkus, Bartus  
NOES: None  
ABSENT: None  
ABSTAIN: None

**ATTEST:**

  
\_\_\_\_\_  
Cindy L. Ecklund  
City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE  
CITY OF MARATHON, FLORIDA ONLY:**

  
\_\_\_\_\_  
City Attorney

MAY 09 2005

**AGREEMENT**

**THIS AGREEMENT** entered into this 1<sup>st</sup> day of January, 2005 by and between the **DISTRICT BOARD OF TRUSTEES OF FLORIDA KEYS COMMUNITY COLLEGE**, hereinafter referred to as the COLLEGE, and **CITY OF MARATHON FIRE RESCUE FLORIDA**, hereinafter referred to as FIRE/RESCUE,

City Clerk

**WITNESSETH:**

**WHEREAS**, the COLLEGE desires that students enrolled in Emergency Medical Services courses obtain clinical/practical experience in Ambulance Services; and **WHEREAS**, the FIRE/RESCUE offers to provide the necessary equipment for said experience in recognition of the need to train EMS students. (List of students to be supplied).

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. **PROVISIONS FOR INSTRUCTION AND SUPERVISION OF STUDENTS:**
  - (a) The EMS Instructor and the FIRE/RESCUE Rescue Manager shall acquaint the students with the rules and regulations of the FIRE/RESCUE and shall hold them responsible for complying with all rules and regulations applicable to students. This does not preclude the FIRE/RESCUE EMS from providing further orientation. The FIRE/RESCUE EMS will provide a current set of rules and regulations for the COLLEGE at least sixty (60) days prior to the beginning of each appropriate term.
  - (b) The FIRE/RESCUE EMS reserves the right to refuse its equipment and services to any student who does not meet the professional or other stated requirements of the FIRE/RESCUE EMS or any appropriate authority controlling and directing said FIRE/RESCUE EMS.
  - (c) The instructional schedule for the clinical/practical experience of the students shall be planned jointly by the supervisor of the particular program of the FIRE/RESCUE EMS. The instructional schedule agreed upon shall, wherever possible, be submitted to the respective FIRE/RESCUE EMS and COLLEGE authorities at least thirty (30) days prior to the beginning of such schedule.
  - (d) Clinical/practical instruction may also be provided for by the FIRE/RESCUE EMS from its staff, and assigned according to Paragraph 1(c) above. The COLLEGE reserves the right to review the qualifications of such persons to assist in the clinical/practical instruction of the students.
  - (e) The responsibility of the FIRE/RESCUE EMS staff with regard to the clinical/practical experience of the student may include, as appropriate to the specific program:
    - (1) direct instruction and supervision of the student according to the respective course description and/or syllabus, cooperating therein with

- the faculty member assigned by the COLLEGE to supervise said course;
  - (2) periodic evaluation of the student's progress as required by the COLLEGE; providing to the above mentioned program supervisor, on a weekly basis, the proposed schedule for clinical/practical instruction for the ensuing week; and
  - (3) being available for scheduled conferences with the student and/or program supervisor.
- (f) The COLLEGE on its part agrees further;
- (1) to go through the proper channels with the FIRE/RESCUE EMS in planning clinical/practical experience;
  - (2) to arrange meetings with the appropriate staff of the FIRE/RESCUE EMS to whom the student is directly responsible in order to evaluate the progress of the clinical/practical experience as;
  - (3) to provide methods for student evaluation which are brief and meaningful; and
  - (4) to inform the clinical/practical staff of the FIRE/RESCUE EMS as to the extent of the student's academic preparation for the purpose of assignment of the student to the appropriate entry level of clinical/practical experience.

## 2. **INDEMNIFICATION AND INSURANCE:**

- (a) As a political subdivision of the State of Florida, the COLLEGE enjoys sovereign immunity, which is waived to the extent provided in Section 768.28, Florida Statutes. Subject to the limitation, the COLLEGE agrees to indemnify and hold harmless the FIRE/RESCUE, its respective officers, agents, employees, and servants from any and all liabilities and causes of action arising out of the operation of this Agreement, which results directly from the negligence errors or omissions of the COLLEGE, its officers, Trustees, employees, students or agents. The COLLEGE does not accept liability for the injury or death of any person or damage to any property, or any claims or causes of action arising therefrom, caused by the sole negligence of any officer, agent, employee or servant of the FIRE/RESCUE, or by the condition of the equipment operated by the FIRE/RESCUE EMS, whether the condition is latent or patent, and regardless of whether the COLLEGE has inspected the equipment prior to using it. Nothing contained herein waives any immunity granted to either the FIRE/RESCUE or Section 768.28, Florida Statutes.
- (b) The COLLEGE agrees to maintain, during the term of this Agreement, student professional liability insurance with a single limit of \$1,000,000, with aggregate coverage of \$3,000,000. A Certificate of Insurance in evidence of compliance with this paragraph shall be filed with the FIRE/RESCUE.

- (c) If either party receives notice of a claim related to this Agreement that party shall notify the other party within 15 days of its own receipt of notice.

**TERM OF AGREEMENT:** The term of this AGREEMENT shall be from the date of the Agreement, and shall remain in full force and effect until June 30, 2005, and from July 1 through June 30 each year thereafter, except that either party hereto may terminate this AGREEMENT by giving at least thirty (30) days written notice to the other party.

**NOTICE:** Where notice is required under this Agreement to be given to either party, the notice shall be mailed to:

**For College:**


Dean of Administration  
And Business Services  
Florida Keys Community College  
5901 West College Road  
Key West, FL 33040

**For City of Marathon Fire Rescue:**

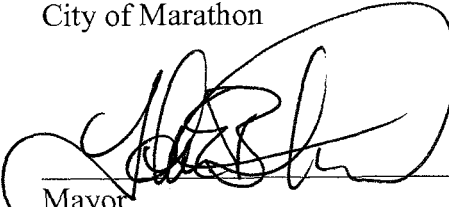
Fire/Rescue Manager,  
City of Marathon Fire/Rescue  
8900 Overseas Highway  
Marathon, Florida 33050

**IN WITNESS WHEREOF** the parties have caused the AGREEMENT to be executed by their officials hereunto duly authorized.

Florida Keys Community College

  
\_\_\_\_\_  
M. Leigh Smith  
Dean, Administrative and  
Business Services

City of Marathon

  
\_\_\_\_\_  
Mayor