

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2012-130**

**A RESOLUTION OF THE CITY OF MARATHON, FLORIDA, APPROVING A AFFILIATION AGREEMENT BETWEEN CITY COLLEGE, INC AND THE CITY OF MARATHON TO PROVIDE A COMPREHENSIVE LEARNING EXPERIENCE FOR PARTICIPANTS FROM CITY COLLEGE; AUTHORIZING THE APPROPRIATE OFFICIALS TO TAKE ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, City College, Inc. (“the College”) wishes to provide a comprehensive learning experience for participants from the College within a clinical setting; and

**WHEREAS**, the experience provides the students an opportunity to acquire basic and advanced knowledge and skills by utilizing classroom instruction, practical clinical experience, and field internship with the City of Marathon’s emergency medical services, readying the students to enter the workforce.

**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 Affiliation Agreement between the City and the College, a copy of which is attached as Exhibit “A”, is hereby approved.

**Section 3.** The City Manager is authorized to execute the agreement and take all actions necessary to implement the terms and conditions of the Agreement.

**Section 4.** This resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 13<sup>th</sup> DAY OF NOVEMBER, 2012.**

**THE CITY OF MARATHON, FLORIDA**

  
\_\_\_\_\_  
**Mayor Mike Cinque**

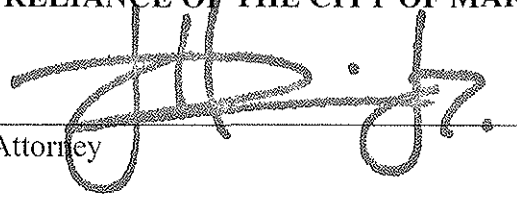
AYES: Bull, Keating, Ramsay, Snead, Cinque  
NOES: None  
ABSENT: None  
ABSTAIN: None

**ATTEST:**

  
\_\_\_\_\_  
Diane Clavier, City Clerk

(City Seal)

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

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

**CITY COLLEGE and AMBULANCE SERVICE AFFILIATION  
AGREEMENT**

**I. PARTICIPATING AGENCIES**

This Agreement between **City College, ("College")**, and

\_\_\_\_\_,

("Ambulance Service") shall be effective from \_\_\_\_\_ to \_\_\_\_\_.

**II. PURPOSE OF AGREEMENT**

It is mutually agreed that the purpose of this Agreement is to provide a comprehensive learning experience for Participants from the College, within a clinical setting, in accordance with provisions of the guidelines set forth in this agreement.

**III. GENERAL PROVISIONS OF AGREEMENT**

A. Both parties agree that there will be no distinction in employment or placement because of race, sex, color, creed, age, national origin, religion, marital status, disability or handicap and adhere to the provisions of Federal and State laws regarding discrimination.

B. The Ambulance Service will provide, at the Participant's expense, emergency care for injuries or acute illness while on duty at the Ambulance Service in accordance with the provisions of this Agreement.

C. This Agreement shall continue in affect for two year at the end of the two years shall reviewed before renewing, provided, however, that either party shall have the right to terminate this Agreement upon 30 days written notice.

**IV. SPECIFIC RESPONSIBILITIES OF THE COLLEGE**

A. College shall designate a person or persons to coordinate and act as a liaison with the appropriate Ambulance Service personnel.

B. College shall provide the Ambulance Service with a list of Participants in the learning experience at least ten (10) days before each program is to start.

C. College shall insure that Participants have the necessary didactic prerequisites to maximize the learning experience at the Ambulance Service.

D. College shall insure that the Participants comply with the provisions of Section VI.

E. Except for claims of negligence or negligent omissions by the officers, directors, employees, and agents of the Ambulance Service, the College does undertake and agree that it will indemnify and hold harmless the Ambulance Service and its officers, directors, employees, and agents, and include payment of attorney's fees on account thereof, that may be sustained or incurred by reason of any and all claims, demands, suits, actions, judgments, and executions for damages of any and every kind and by whomever and whenever made or obtained, allegedly caused by, arising out of, or relating in any manner to the activity of any Participant or Participants supplied by the College pursuant to this Agreement.

F. College shall procure and maintain, during the term of this Agreement and any renewal, liability insurance to cover any and all liability (including professional liability) for claims, damages, or injuries to persons or property of whatsoever kind of nature arising out of the activities of the Participants carried out under this Agreement. Such insurance shall be on an occurrence basis in amounts no less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate for personal injuries and, upon request,

the Fire/Ambulance Service shall be an additional named insured under such general liability policy or policies. College shall submit certificates of insurance to the Ambulance Service, upon request, by the Ambulance Service. College agrees that the Ambulance Service will receive no less than thirty (30) days written notice prior to cancellation, modification, or non-renewal of any of the insurance coverage's described herein.

#### **V. SPECIFIC RESPONSIBILITIES OF THE EMS AMBULANCE/FIRE RESCUE SERVICE**

It shall be the responsibility of the Ambulance Service to:

A. Provide an appropriate orientation of Participants in connection with its Facilities, policies and procedures.

B. Comply with College Field Preceptor Training program.

C. Provide opportunities for a learning experience, including preceptor supervision and written and verbal acknowledgement of skills and progress (or not) achieved during field externship experiences.

D. Retain ultimate responsibility for patient care even if that care is given by a student.

E. Designate a preceptor (or coordinator) from its staff to act as the liaison with the College in this Agreement, as appropriate to the learning objectives.

#### **VI. SPECIFIC RESPONSIBILITIES OF THE PARTICIPANT**

It shall be the responsibility of the Participant(s) assigned through this Agreement to:

A. Comply with the policies and procedures of the Ambulance Service.

- B. Provide the necessary and appropriate uniform while on duty at the Ambulance Service.
- C. Obtain prior written approval of both parties to this Agreement before publishing any material related to the learning experience provided under the terms of the Agreement.
- D. Sign a "Statement of Responsibility Agreement" with the Ambulance Service prior to commencing his/her experience within the Ambulance Service, a copy of which is attached to this Agreement.
- E. At all times, must wear the appropriate badge on every clinical, and comply in all aspects with the student requirements set forth in the requirements sheets.

#### **VII. REQUEST FOR WITHDRAWAL OF PARTICIPANT**

The Ambulance Service shall reserve the right to request the College to withdraw any Participant from its facilities whose conduct or work with patients or personnel is not in accordance with the policies and procedures of the Fire/Ambulance Service or is detrimental to patients or others.

#### **VIII. MODIFICATION OF AGREEMENT**

Modification of this Agreement may be made by mutual consent of both parties, in writing, and attached to this Agreement and shall include the date and the signatures of parties agreeing to the modification.

Agency shall insure that 6 participants have the necessary V.E.C.H.S (voluntary employment criminal history search) background investigation in which can be verified upon request by the Ambulance service.

Agency shall ensure all participants have a physician's authorized medical physician's authorized medical which includes proof of Hep B, Titer, MMER titer, VAV titer and or vaccines, a urinalysis drug screen and 12 lead EKG report.

### **Exhibit A**

#### **Statement of responsibility**

For and in consideration of the benefit provided the undersigned in the form of experience in evaluation and treatment of patients of ("fire/ambulance Services) the undersigned and his/her heir, successors and /or assigns do hereby covenant and agree to assure all risks of, and be solely responsible for any injury or loss sustained by the undersigned while participating in the program operated by the City College (college) at the Fire/Ambulance services, and agrees that it will indemnify and hold harmless the Fire/Ambulance services and its officers, directors, employee's and agents also included in this shall be payment of attorney's fees on account

thereof, unless such injury or loss arises solely out of the Fire/Ambulance Service's gross negligence or willful misconduct

**COPIES OF AGREEMENT**

Copies of this signed Agreement shall be placed on file and be available at the corporate office of the College and in the offices of the Ambulance Service.

**X. SIGNATURE TO AGREEMENT**

A. Ambulance Department Service

1. Signed by: \_\_\_\_\_
2. Print Name: \_\_\_\_\_
3. Title: \_\_\_\_\_
4. Date: \_\_\_\_\_

B. City College, Inc.

1. Signed by: \_\_\_\_\_
2. Print Name: \_\_\_\_\_
3. Title: President
4. Date: \_\_\_\_\_