

**SCHOOL BOARD AFFILIATION AGREEMENT
Emergency Medical Technicians and Paramedics**

THIS AFFILIATION AGREEMENT ("Agreement") is made effective as of this 9 day of September, 2025 ("Effective Date"), by and between the School Board of Sarasota County, Florida, a body corporate (hereinafter referred to as "School Board") and the Charlotte County Board of County Commissioners, a political subdivision of the state of Florida (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, School Board provides emergency medical services technology programs in order to train Emergency Medical Technicians and Paramedics (hereinafter the "Program(s)") as part of its curriculum for its enrolled students; and

WHEREAS, School Board desires to augment the Programs by providing skill training and field experience for its students through the association of certain of its students with the activities and practices of Charlotte County Fire Rescue (the "Department"); and

WHEREAS, County, through its Department, has the ability to assist School Board in the Program, including providing opportunities for students to observe and practice appropriate skills under supervision during field experiences; and

WHEREAS, the objective of the relationship of the parties is to benefit the community by and through the enhanced education of public school students.

NOW, THEREFORE, based on the premises and the mutual covenants, conditions and considerations hereinafter expressed, the parties agree as follows:

I. TERM / AMENDMENT.

This Agreement shall commence upon the Effective Date and shall automatically renew on an annual basis unless it is terminated by either party. Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days' prior written notice, provided that all current Program enrollees at the time of notice of termination shall be given the opportunity to complete the Program at the Department. If any termination is a result of a breach in accordance with any section of this Agreement, such breach may be cause for immediate termination of the Agreement without continued participation.

This Agreement may be amended only by written agreement of the parties executed with the same formalities as herein expressed.

II. OBLIGATIONS OF SCHOOL BOARD.

School Board represents and warrants to Department, upon execution and throughout the term of this Agreement as follows:

1. School Board shall provide current copies of the Program's objectives, curricula, and field experiences goals to the Department Fire Chief ("Chief").
2. School Board shall provide a schedule of students' related courses/activities to the Chief. Schedules will include names and identification numbers of students and dates and times of student experience(s) with the Department and its personnel.
3. School Board shall require the students to dress in accordance with dress and personal appearance standards approved by School Board. Such standards shall also be in accordance with County's standards regarding same. All Program Participants shall remain on the County's

premises for breaks, including meals. Program Participants shall pay for their own meals while working with the County.

4. School shall provide appropriate student services to all students enrolled in Programs;
5. Department will be the primary location that serves the Programs;

III. OBLIGATIONS OF COUNTY THROUGH THE DEPARTMENT.

Department represents and warrants to School, upon execution and throughout the term of this Agreement as follows:

1. Department shall and shall ensure that Instructor(s) perform the services required hereunder in accordance with:
 - a. all applicable federal, state, and local laws, rules and regulations;
 - b. all applicable standards of the state agency or agencies responsible for monitoring the provision of such services; and
 - c. all applicable policies, rules and regulations of Department to the extent the same pertain to Department's services hereunder and shall have been furnished to Department in writing prior to the commencement of this Agreement;
2. Department has, and shall maintain throughout the term of this Agreement, all appropriate federal and/or state licenses and certifications which are required in order for Department to perform the services required of Department under this Agreement.
3. Department shall provide opportunities for those qualified students of School Board to observe and practice skills during field experiences with Department personnel. The particular skills which students will be allowed to practice will be at the discretion of the Chief.
4. Department shall provide for supervision of the herein described students' field experiences, observation and training while in association with the Department.

IV. MUTUAL RESPONSIBILITIES AND GOALS.

1. School Board and Department shall communicate and act cooperatively to plan and evaluate the field experience segment of the Programs and assist each other within the limits of their respective professional abilities to ensure successful field experience Programs for qualified students.
2. School Board and Department shall use established lines of authority and communication in effectuating this Agreement or addressing/solving problems which may arise in the implementation of this Agreement.
3. To the extent permitted by law, School Board shall indemnify, defend, save, and hold harmless the County and all of its officers, agents, or employees from all suits, actions, claims, demands or liability of any nature whatsoever arising out of, because of, or due to breach of this Agreement or negligence by School Board or its officers, agents, or employees. Neither School Board nor any of its officers, agents or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents, or employees. To the extent permitted by law, County shall defend, save, and hold harmless School Board and all of its officers, agents or employees from all suits, actions, claims, demands or liability of any nature whatsoever arising out of, because of, or due to breach of this Agreement or negligence by County, or its officers, agents, or employees. Neither

County nor any of its officers, agents or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of School Board or any of its officers, agents, or employees. The parties agree that this clause shall not waive the benefits of sovereign immunity, the provisions of Chapter 768.28, Florida Statutes, or any similar provisions of law.

4. School Board and County agree and acknowledge that students shall be treated as trainees who have no expectation of receiving compensation or future employment from the County or the School Board.
5. At all times during the term of this Agreement, School Board and County shall each maintain such professional and general liability insurance, and workers' compensation insurance with such coverages and amounts as required by federal and/or state law in accordance with the level of services and responsibilities contemplated by this Agreement. The parties shall submit to one another prior to the commencement of services hereunder or upon other party's request, copies of such policies or certificates of insurance evidencing such insurance issued by a reasonably acceptable carrier.

V. RIGHT TO TERMINATE PARTICIPATION.

Department has the right to prohibit any qualified student from participating in this program at any time if the Chief, in his/her sole discretion finds that the continued participation of that student would no longer be in the best interest of County.

VI. INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES.

The parties hereby acknowledge that they are independent contractors, and neither the School Board nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of County. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. Each party shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to County for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to and shall not receive any rights under this Agreement.

VII. NON-DISCRIMINATION.

There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of Program Participants for participation in the Program, or as to any aspect of the clinical training; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Program.

VIII. ASSIGNMENT.

This Agreement shall not be assigned in whole or in part by either party hereto without the express written consent of the other party.

IX. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties herein and supersedes all other agreements or arrangements between the parties (oral or written) with regards to the subject matter hereof. Any changes to this Agreement shall be set forth in writing, upon mutually acceptable terms, and

executed by the parties hereto or their duly authorized representatives. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

X. SEVERABILITY.

In case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the invalidity or illegality or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in it.

XI. CAPTIONS.

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

XII. NO WAIVER.

Any failure of a party to enforce that party's right 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.

XIII. GOVERNING LAW.

This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise in accordance with the laws of the state of Florida.

XIV. NOTICES.

All notices or other communications hereunder by either party to the other shall be in writing, delivered by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when deposited in the United States mail, postage prepaid or with overnight courier, addressed as follows:

If to County: Charlotte County Board of County Commissioners
Attention: Chairman
18500 Murdock Circle, # 536
Port Charlotte, FL 33948

Copy to: Charlotte County Fire & EMS
Attention: Fire Chief
26571 Airport Road
Punta Gorda, FL 33982

If to School Board: Sarasota County School Board
Attention: Superintendent
1960 Landings Blvd.
Sarasota, FL 34231

Copy to: Suncoast Technical College
Attention: Director
4748 Beneva Road
Sarasota, FL 34233

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

XV. CONFIDENTIALITY.

Department shall ensure that Instructors shall not, at any time during the term of this Agreement and thereafter, except with the written consent, disclose any confidential information, in which it may come in contact with, relating to Department's operations to any person.

XVI. BINDING EFFECT.

This Agreement shall be binding upon and inure to the benefit of the heirs, successors, administrators, and permitted assigns of the parties hereto.

XVII. COMPLIANCE WITH COUNTY POLICIES AND PROCEDURES.

School Board and Program participants shall comply with County policies and procedures to the extent such County policies and procedures do not conflict with the terms of this Agreement.

XVIII. AUTHORITY.

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]
[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals the dates set forth below.

SCHOOL:

The School Board of Sarasota County, Florida
by its Superintendent or Designee

By: 

Print Name: Michael Endee

Title: Executive Director

Date: 7/14/25

Approved as to Form and Legal Content
by Shumaker, Loop & Kendrick, LLP
Attorneys for The School Board
of Sarasota County, Florida
Signed: MRM
Date: April 14, 2025

COUNTY:

Charlotte County Board of County
Commissioners

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Print Name: _____

Title: _____

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**


Janette S. Knowlton, County Attorney
LR25-0701 'B2

Attest:

Roger D. Eaton, Clerk of the
Circuit Court and Ex-officio
Clerk of the Board of County
Commissioners

By: _____ Deputy Clerk



EXHIBIT A

STATEMENT OF FINANCIAL RESPONSIBILITY

1. I understand that as a student in training at _____ ("The Department"), I am not an employee of the The Department and, am not entitled to insurance coverage, if any, Provided to employees of the The Department.

2. In consideration of the benefits in the form of training and experience received at the The Department, and to the extent provided under the laws and regulations of the State of Florida, I hereby agree that I will be solely responsible for any loss sustained by me, my family, heirs, or any other person(s) or entity(ies) resulting from any injury or illness sustained by me while participating in the health care program

_____ (name of program) operated by The School Board of Sarasota County, Florida, at the The Department unless loss from such injury or illness arises solely out of the negligence or misconduct of the The Department or its employees or representatives.

Dated this: _____ day of _____, 202__.

Program Participant

WITNESS

Parent / Guardian Signature:

(Required if student is under the age of 18)

Date: _____

EXHIBIT B

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable Federal law and the Affiliation Agreement between The School Board of Sarasota County, Florida and _____ ("The Department") to keep confidential any information regarding the The Department patients, as well as all confidential information of the The Department. The undersigned agrees, under penalty of law, not to reveal to any person or persons, except authorized clinical staff and associated personnel, any specific information regarding any patient, and further agrees not to reveal to any third party any confidential information of the The Department, except as required by law.

Dated this: _____ day of _____, 202__.

Program Participant

WITNESS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/03/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|--|---------------|
| PRODUCER Affinity Insurance Services, Inc. 1100 Virginia Drive, Suite 250 Ft. Washington, PA 19034 | CONTACT NAME: | | |
| | PHONE (A/C No. Ext): 312-381-2702 FAX (A/C, No): | | |
| INSURED The Students of the Schools of the School Board of Sarasota County, Florida 1960 Landings Blvd. Sarasota, FL 34231 | E-MAIL ADDRESS: | | |
| | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: American Casualty Company of Reading, Pennsylvania | | 20427 |
| | INSURER B: | | |
| | INSURER C: | | |
| | INSURER D: | | |
| INSURER E: | | | |
| INSURER F: | | | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|---|---------------|-------------------------|-------------------------|---|
| | GENERAL LIABILITY | | | | | EACH OCCURRENCE |
| | <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) |
| | <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR | | | | | MED EXP (Any one person) |
| | | | | | | PERSONAL & ADV INJURY |
| | | | | | | GENERAL AGGREGATE |
| | GENL AGGREGATE LIMIT APPLIES PER: | | | | | PRODUCTS - COM/PROP AGG |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | |
| | AUTOMOBILE LIABILITY | | | | | COMBINED SINGLE LIMIT (Ea accident) |
| | <input type="checkbox"/> ANY AUTO | | | | | BODILY INJURY (Per person) |
| | <input type="checkbox"/> ALL OWNED AUTOS | <input type="checkbox"/> SCHEDULED AUTOS | | | | BODILY INJURY (Per accident) |
| | <input type="checkbox"/> HIRED AUTOS | <input type="checkbox"/> NON-OWNED AUTOS | | | | PROPERTY DAMAGE (Per accident) |
| | | | | | | |
| | UMBRELLA LIAB | <input type="checkbox"/> OCCUR | | | | EACH OCCURRENCE |
| | EXCESS LIAB | <input type="checkbox"/> CLAIMS-MADE | | | | AGGREGATE |
| | DED RETENTION \$ | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | <input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> Y/N | N/A | | | E.L. EACH ACCIDENT |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | E.L. DISEASE - EA EMPLOYEE |
| | | | | | | E.L. DISEASE - POLICY LIMIT |
| A | Professional Liability | | 127309524 | 07/01/2025 | 07/01/2026 | \$1,000,000 Each Claim \$5,000,000 Aggregate |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Students, faculty/advisors and the school are covered under this policy.

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Affinity Insurance Services, Inc.



Lynn Peterson, Supervisor
Risk Management
Lynn.Peterson@SarasotaCountySchools.net
1960 Landings Blvd., Sarasota, FL 34231
941-927-9000, ext. 32315 •

June 15, 2023

TO WHOM IT MAY CONCERN:

This will certify that on January 6, 1987, the School Board of Sarasota County, Florida, in public assembly, by resolution, became self-funded for all general liability claims, effective January 15, 1987, pursuant to the provisions of Florida Statute 768.28. This election is continuous until rescinded by official action of the School Board.


Lynn Peterson
Risk Manager

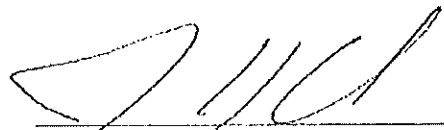
STATE OF FLORIDA
COUNTY OF SARASOTA

WITNESS my hand and official seal

this 15 day of June 2023.



JARETT THOMAS CURTIS
Commission # HH 166408
Expires December 28, 2026
Bonded Thru Budget Notary Services



Notary Public, State at Large
My Commission Expires: