

**CLINICAL AGREEMENT  
BETWEEN THE COLLEGE OF THE FLORIDA  
KEYS AND ISLAMORADA, VILLAGE OF  
ISLANDS, FLORIDA**

THIS CLINICAL AGREEMENT (the "Agreement") is made and entered into this 27th day of September, 2023, between Islamorada, Village of Islands, Florida, a Florida municipal corporation, (the "Village") and The College of the Florida Keys (the "Clinical Agency").

**I. PURPOSE OF AGREEMENT**

- A. This is an Agreement between the Clinical Agency, which offers programs in paramedic training, and the Village, which will provide clinical and/or field experience for selected students of the Clinical Agency ("Student Participants"). The purpose of this Agreement is to outline the responsibilities of the parties as they contribute to the education, training and experience ("Learning Experience") of the Student Participants.

**II. TERM**

- A. This Agreement shall commence on September 27, 2023 and continue through September 26, 2024 (the "Term") and shall renew automatically each year, unless terminated earlier.
- B. Either party has the right to terminate the Agreement upon five (5) calendar day written notice to the other party.

**III. SPECIFIC RESPONSIBILITIES OF THE CLINICAL AGENCY**

- A. The Clinical Agency shall designate a person or persons to coordinate and act as liaison with the appropriate personnel from the Village's Fire Department.
- B. The Clinical Agency shall provide the Village's Fire Department with a list of Student Participants at least ten (10) days before each program is to start.
- C. The Clinical Agency shall insure that the Student Participants have the necessary didactic prerequisites to maximize the Learning Experience with the Village's Fire Department.
- D. The Clinical Agency shall ensure that each Student Participant has had appropriate training in bloodborne, airborne pathogens and infection control according to OSHA standards prior to participating in any Learning Experience with the Village's Fire Department
- E. The Clinical Agency undertakes and agrees that it will indemnify and hold harmless the Village and its public officials, employees, any members of the Village's Fire Department, their sureties and each of them, against any and all manner of actions, causes of actions, suits, debts, claims, demands, damages or liability or expenses of 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 Student Participant supplied by the Clinical Agency pursuant to this Agreement.

- F. The Clinical Agency 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 Student Participants carried out under this Agreement. Such insurance shall be on an occurrence basis in amounts no less than \$1,000,000/\$2,000,000 for personal injuries and \$100,000 for property damage; and the Village shall be an additional named insured under such general and professional liability policy or policies. The Clinical Agency shall submit certificates of insurance to the Village evidencing such insurance at the time of the execution of this Agreement, and as requested by the Village. The Clinical Agency agrees that the Village will receive no less than thirty (30) days written notice prior to cancellation, modification, or non-renewal of any of the insurance coverages described herein.

#### **IV. SPECIFIC RESPONSIBILITIES OF THE VILLAGE**

- A. The Village's Fire Department shall provide an orientation for the Student Participants concerning its facilities and its policies and procedures.
- B. The Village's Fire Department shall provide opportunities for the Learning Experience with appropriate supervision for the Student Participants.
- C. The Village's Fire Department shall retain ultimate responsibility for patient care even if that care is given by a Student Participant.
- D. The Village's Fire Department shall designate a coordinator from its staff to act as the liaison with the Clinical Agency in this Agreement.
- E. The Village shall not be responsible for lost or damaged personal property of the Student Participants.

#### **V. SPECIFIC RESPONSIBILITIES OF THE STUDENT PARTICIPANT**

- A. The Student Participant shall comply with the policies and procedures of the Village's Fire Department.
- B. The Student Participant must have the necessary and appropriate uniform while participating in a Learning Experience with the Village's Fire Department.
- C. The Student Participant must obtain prior written approval from both the Clinical Agency and the Village before publishing any material related to the Learning Experience provided under the terms of the Agreement.

- D. The Student Participant student must sign a Hold Harmless/Release Agreement with the Village prior to commencing his/her Learning Experience with the Village's Fire Department, a copy of which is attached to this Agreement as Exhibit A.
- E. The Student Participant shall at all times wear the appropriate badge on every Learning Experience and comply in all respects with the student requirements set forth in the requirement sheets located in the student handbook.

## **VI. REQUEST FOR REMOVAL OF STUDENT PARTICIPANT**

- A. The Village, in its sole discretion, reserves the right to remove any Student Participant from its facilities who does not meet professional or other Village requirements.

## **VII. MISCELLANEOUS PROVISIONS**

- A. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and with equal dignity herewith.
- B. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.
- C. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.
- D. Florida law shall govern this Agreement and any litigation which may arise from this Agreement shall be filed and litigated in Monroe County, Florida.
- E. Both the Village and the Clinical Agency knowingly, voluntarily, and irrevocably waive their right to a trial by jury in any civil proceedings that may be initiated by either party with respect to any term or condition of this Agreement.
- F. Notice to either party shall be deemed given if sent by certified mail, return receipt requested, by recognized public or private postal facilities or by hand delivery. Notice shall be sent as follows:

For the Village: Terry Abel, Fire Chief  
Islamorada, Village of Islands  
86800 Overseas Highway  
Islamorada, FL 33036  
Telephone: 305-664-6490  
Facsimile: 350-852-5195

With a copy to: Village Attorney  
Islamorada, Village of Islands  
86800 Overseas Highway  
Islamorada, FL 33036  
Telephone: (305) 664-6418

For the Clinical Agency: The College of the Florida Keys  
Brittany Snyder, D.M., Executive Vice President and CFO  
5901 College Road  
Key West, FL 33040  
Telephone: (305) 296-9081  
Facsimile:

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

ISLAMORADA, VILLAGE OF ISLANDS  
a Florida municipality:

The College of the Florida Keys :  
Clinical Agency

\_\_\_\_\_  
Village Manager

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Village Clerk

APPROVED AS TO FORM AND LEGALITY  
FOR THE USE AND BENEFIT OF  
ISLAMORADA, VILLAGE OF ISLANDS ONLY:

\_\_\_\_\_  
Village Attorney

**HOLD HARMLESS/RELEASE AGREEMENT**

I, \_\_\_\_\_, am presently enrolled as a student in the Emergency Medical Technician or Emergency Medical Technician-Paramedic training program (the "Program") at \_\_\_\_\_. My course of instruction at this school requires or encourages me to train, study, and receive instruction at \_\_\_\_\_ locations and/or at the Fire Department of Islamorada, Village of Islands (the "Fire Department").

In consideration for the Fire Department providing me this opportunity to acquire training and instruction ("Learning Experience") I, the undersigned and all successors, assigned heirs, executors and administrators (hereinafter referred to as "the undersigned") understand and agree that participating in a Learning Experience with the Fire Department shall be at the undersigned's sole risk, and that the Fire Department, Islamorada, Village of Islands, its elected officials, agents, servants, employees, and officers (hereinafter referred to the "Department") shall not be liable for any physical injuries or any damage to the undersigned, or for damage to the undersigned, or for damage or loss of property to the undersigned, whether caused by negligence or other acts or omissions of the Department. By assuming all of the risks, the undersigned agrees that the Department shall not be liable for any claim, action, causes of action, damages, or demands, in law or in equity, of every kind or character, on account of personal injury or damage, to the undersigned or the undersigned's property.

I, the undersigned, agree to indemnify, protect, and hold harmless the Department from any and all liability judgments, claims, costs, damages or injury arising out of or in connection with any and all acts of negligent conduct on the part of the undersigned, however caused, during any instructional or training activity during a Learning Experience. I, the undersigned agree that I will defend, at my own expense, any and all actions, lawsuits or proceedings which may be brought against the Department in connection with the above and shall satisfy, pay and discharge any and all judgments that may be entered against the Department in any such actions or proceedings.

I, the undersigned, agree and understand that while I am engaged in a Learning Experience, I am not an employee of the Department nor should this Agreement in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties. Accordingly, the undersigned shall not attain, nor be entitled to, any rights or benefits of the Department, nor any rights generally afforded to Department employees. The undersigned further understands that Florida Workers' Compensation benefits available to employees of the Department are not available to the undersigned.

I, the undersigned, understand and agree that no video or photo footage will be captured of any victim/patient in order to ensure the confidentiality of the latter. I further understand that I must obtain written approval from both the Program and the Village before publishing any materials related to the Learning Experience. The undersigned further agrees to comply with the policies and procedures of the Village's Fire Department during a Learning Experience.

Dates of Learning Experience \_\_\_\_\_ to \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: \_\_\_\_\_