

RESOLUTION NO. 2022- 259

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF AN AFFILIATION AGREEMENT WITH FIRST RESPONSE TRAINING GROUP, LLC TO ESTABLISH AND IMPLEMENT A PROGRAM THROUGH THE COUNTY'S FIRE RESCUE DEPARTMENT TO PROVIDE EDUCATIONAL EXPERIENCES IN THE FIELD OF EMERGENCY MEDICAL SERVICES; AND AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE TO EXECUTE THE AGREEMENT.

RECITALS

WHEREAS, First Response Training Group, LLC ("First Response") provides a program of study in the field of Emergency Medical Services, and desires its students to obtain educational experiences by utilizing appropriate facilities and personnel of third parties; and

WHEREAS, the County's Fire Rescue Department ("Fire Rescue") provides clinical and/or medical services and has appropriate facilities and personnel it is willing to make available; and

WHEREAS, Fire Rescue and First Response desire to cooperate to establish and implement an educational experiences program involving the students and personnel of First Response, and the facilities and personnel of Fire Rescue.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida as follows:

Section 1. The above recitals are incorporated into the body of this resolution and such recitals are adopted as findings of fact.

Section 2. The Board of County Commissioners hereby approves the terms and conditions of the attached Affiliation Agreement and authorizes the County Administrator, or designee, to execute the Agreement on behalf of the County.

Section 3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 19 day of July, 2022.

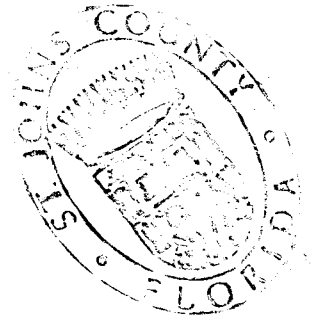
**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

By: 
Henry Dean, Chair

**ATTEST: Brandon J. Patty
Clerk of the Circuit Court
and Comptroller**

By: 
Deputy Clerk

Rendition Date 7/21/22



**AFFILIATION AGREEMENT BETWEEN
FIRST RESPONSE TRAINING GROUP, LLC
AND
ST. JOHNS COUNTY, FLORIDA**

THIS AFFILIATION AGREEMENT (“Agreement”), is entered into by and between **FIRST RESPONSE TRAINING GROUP, LLC**, a Florida limited liability company (“Institute”), and **ST. JOHNS COUNTY**, a political subdivision of the State of Florida through its Department of Fire Rescue and Emergency Medical Services (“County”).

WHEREAS, the St. Johns County Fire Rescue Department is located at 3657 Gaines Rd. St. Augustine, FL 32086 and provides clinical and/or medical services; and

WHEREAS, Institute provides an approved program of study in the field of Emergency Medical Services, and desires its students to obtain educational experiences by utilizing appropriate facilities and personnel of third parties; and

WHEREAS, County has the appropriate facilities and personnel and has agreed to make such facilities and personnel available to Institute; and

WHEREAS, County and Institute desire to cooperate to establish and implement an educational experiences program (“Program”) involving the students and personnel of Institute, and the facilities and personnel of County.

NOW AND THEREFORE, in consideration of mutual promises herein, Institute and County agree that any Program established and implemented by County and Institute during the term of this Agreement shall be subject to the following terms and conditions:

1. RESPONSIBILITY OF COUNTY.

Except for acts to be performed by Institute pursuant to the provisions of this Agreement, County shall furnish the facilities, personnel, services and all other items necessary for the educational experience program, and, in connection with such Program, County also shall:

a. Comply with all applicable federal, state and local laws, ordinances, rules and regulations.

b. Cooperate with Institute in enforcing Institute policies and procedures related to student performance and student conduct.

c. Endeavor to comply with all applicable requirements of any accreditation authority over County and Institute and certify such compliance upon request by Institute.

d. Allow the authority responsible for accreditation of Institute’s curriculum to inspect facilities, services and all other items provided by County for the Program upon reasonable written notice.

e. Designate a person to serve as County liaison (“County Liaison”), and provide Institute, in writing, the name and professional and academic credentials of the person proposed as County Liaison prior to the start of the Program.

f. At the County’s discretion, it may include appropriate members of the Institute’s faculty in County staff meetings when policies to be discussed will affect or are related to the Program and/or students.

g. Provide the students with an appropriate orientation of County’s policies and procedures.

h. Provide the students with learning opportunities under appropriate supervision.

i. Retain ultimate responsibility for total patient care.

j. Provide faculty and students with emergency accident care for injuries, or illnesses of an acute nature, incurred while on duty at the facilities. Payments for such emergency accident care shall be the personal responsibility of the individual at the individual’s expense.

k. Not guarantee it will place or maintain placement of any student at County.

l. Notify Institute, in writing, of any student whose work or conduct with clients, patients or personnel is not, in the opinion of County, in accordance with acceptable procedures or standards of performance or otherwise could disrupt patient care or County’s operation. County may immediately remove from the premises any student who poses an immediate threat or danger to personnel or to the quality of medical services, or for unprofessional behavior. In such event, said student’s participation in the Program at County shall immediately cease, subject to being resumed only with mutual written agreement of County and Institute.

2. **RESPONSIBILITIES OF INSTITUTE.**

In connection with the Program, Institute shall:

a. Require a physical examination of all students prior to their participation in the Program. This examination shall include general physical exam, utilizing history (mobility, motor skills, hearing, visual and tactile abilities) and immunization assessment (Rubella, Rubeola, Varicella, Diphtheria, Hepatitis B) TB screening and Tetanus.

b. Provide County, in writing, the names of the students assigned by Institute to participate in the Program prior to the beginning of the Program.

c. Assign only those students who have satisfactorily completed those portions of Institute curricula that are a prerequisite to Program participation.

d. Designate a member of the Institute's faculty ("Institute Representative") to coordinate the educational experience of students participating in the Program with the County Liaison, and provide County, in writing, the name of the Institute Representative.

e. Upon receipt of County's written notice of a student or other Program participant whose work or conduct with clients, patients or personnel is not in accordance with acceptable procedures or standards of performance or otherwise could disrupt patient care or County's operation, evaluate such student's or Program participant's conduct and take appropriate action. It is understood that, if County acts under the provisions of Section 1.1., above, that the student's or Program participant's participation in the Program at County shall immediately cease, subject to being resumed only with the mutual written agreement of Institute and County.

f. Not guarantee it will place or maintain the placement of any Program student at County.

g. Agree to require participating faculty, staff and students to comply with the applicable policies and procedures of the County during the course of their participation, to the extent permitted by law and, in so far as they do not conflict with any of the Institute's policies and procedures, including those governing the use and disclosure of individually identifiable health information under Federal law and regulations, including but not limited to regulations under the Health Insurance Portability and Accountability Act ("HIPPA"). Solely for the purpose of defining the students' role in relation to the use and disclosure of the County's protected health information, such Students are defined as members of the County's workforce, as the term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, such students are not and shall not be considered to be employees of the County.

h. Require Program students, faculty and other Institute-employed Program participants, as a condition of their participation in the Program, to execute a Confidentiality Statement in substantially in the same form as Exhibit A attached hereto, or in another form mutually agreed upon by the parties, with the County, acknowledging their responsibility under applicable Federal law and regulations, including but not limited to regulations under the Health Insurance Portability and Accountability Act ("HIPPA"), to keep confidential any information regarding County patients, as well as confidential information of the County.

i. Maintain individual records of class and clinical instruction, evaluations of Students, preceptor, and faculty competency and health.

j. The Institute shall inform its students in the Program that as participants in the Program they are required to:

1. Comply with the policies and procedures of County, to the extent permitted by law and, in so far as they do not conflict with any of the Institute's policies and procedures, including the County policies on confidentiality and disclosure of information;

2. Comply with state and federal laws and regulations;
3. Provide and wear the necessary and appropriate uniform while on duty at County;
4. Obtain prior written approval of both parties to this Agreement before publishing any material related to the learning experience provided under the terms of this Agreement;
5. Maintain the confidentiality of all records or information exchanged in the course of the Program.
6. Acknowledge and agree that neither the Institute nor the County guarantees to place or maintain placement of any Program Student under this Agreement.
7. Execute and abide by the Confidentiality Statement (Exhibit A) pursuant to Section 2.h. above.
8. Not operate any County vehicle or apparatus.

3. **INSURANCE.**

a. Institute shall not commence work under this Agreement until it has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to business under the laws of the State of Florida. Institute shall furnish proof of insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate Institute has obtained insurance of the type, amount, and classification as required herein and that no material change or cancellation of the insurance shall be effective without (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve Institute of its liability and obligations under this Agreement.

b. Institute shall procure and maintain during the term of this Agreement and any subsequent renewal, Professional Liability Insurance to cover any and all liability arising from claims, damages, or injuries to persons or property of whatsoever kind or nature arising out of the activities of the students, faculty, employee, or staff of the Institute. Such liability insurance shall be on a per occurrence basis in amounts no less than one million dollars/three million dollars (\$1,000,000.00/\$3,000,000.00) for personal injuries.

c. Institute shall maintain during the term of this Agreement and any subsequent renewal, adequate Workers' Compensation Insurance in a least such amounts as required be law for all of its employees.

4. **INDEMNIFICATION.**

Institute shall be liable for any and all damages, losses, and expenses incurred, by the County, caused by the acts and/or omissions of Institute, or any of its employees, agents, sub-contractors, representatives, volunteers, students or the like. Institute shall indemnify, defend and hold the County harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from and all acts and/or omissions of Institute, or any

of its employees, agents, sub-contractors, representatives, volunteers, students or the like associated with this Agreement. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.

5. NOTICES.

All notices under this Agreement shall be in writing and delivered by personal delivery or United States, certified, return receipt requested, mail. Such notices shall be delivered to the following:

COUNTY LIAISON

Stephanie Whaley
Operations Chief
Paramedic, MA
3657 Gaines Rd.
St. Augustine, FL 32084
(904)209-1726

INSTITUTE REPRESENTATIVE

Jason J Marquez
President/CEO
First Response Training Group, LLC
6310 Hazeltine National Drive
Orlando, FL 32822
(407) 592-1184

6. REQUEST FOR WITHDRAWAL OF STUDENT.

The County has the right to request Institute to withdraw any student from the Program whose conduct or work with patients or personnel is not, in the opinion of County, in accordance with acceptable standards of performance. Institute may, at any time, withdraw a student whose progress, conduct, or work does not meet the standards of Institute for continuation in the Program. Final action concerning the student is the responsibility of Institute.

7. INDEPENDENT CONTRACTOR.

The relationship of the parties hereunder shall be an independent contractor relationship, and not an agency, employment, joint venture or partnership relationship. Neither party shall have the power to bind the other party or contract in the name of the other party. All persons employed by a party in connection with this Agreement shall be considered employees of that party and shall in no way, either directly or indirectly, be considered employees or agents of the other party. Students shall participate in the Program hereunder for the sole consideration of obtaining an educational experience. No Program student or participant shall be considered an employee or volunteer of County by virtue of their Program participation.

8. SOVEREIGN IMMUNITY.

County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in the Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida legislature, and the cap on the amount and liability of County for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement

shall inure to the benefit of any third party for the purpose of allowing any claim against the County which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

9. **ASSIGNMENT.**

Neither party shall assign the duties and responsibilities outlined in this Agreement without the prior written consent of the non-assigning party.

10. **THIRD PARTY OBLIGATIONS.** This Agreement is made solely for the benefit of the parties named herein, and is not intended to create rights or any cause of action in any third parties.

11. **PERFORMANCE.** A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute a default hereunder, or give rise to any claim for damages.

12. **TERM OF AGREEMENT.** The effective date of this Agreement is the date of execution of the parties, if not executed by both parties on the same date, the latter date of execution shall be deemed to be the effective date. The term of this Agreement shall be for a period of two (2) years commencing on the effective date and may be renewed for successive two (2) year periods if agreed upon in writing by the parties hereto. Within ninety (90) days of the termination date of the Agreement or any subsequent renewal, the Institute's Program Director shall send a letter to the County requesting its review of the Agreement for renewal. If no changes to the Agreement are proposed, the County will acknowledge, in writing, the continuance of the Agreement for another two (2) year period. If either party to this Agreement wishes to terminate the Agreement, it is understood that at least thirty (30) days prior written notice shall be given prior to the termination date of the Agreement. If such notice is given, this Agreement shall terminate at the end of the thirty (30) days' notice; EXCEPT THAT the Program shall continue as necessary on a limited basis for the purpose of allowing students actually participating in the Program at the time of termination to finish the Program at County.

13. **APPLICABLE LAW.** The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Florida.

14. **NONDISCRIMINATION.** During the term of this Agreement and any subsequent renewals neither party shall discriminate against any person on the basis of race, color, religion, gender, national or ethnic origin, disability or veteran or marital status.

15. **ENTIRETY OF AGREEMENT.** This Agreement contains the entire Agreement between the parties and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter contained herein.

16. **AMENDMENTS AND MODIFICATIONS TO AGREEMENT.**

All amendments and modifications to this Agreement shall be made in writing with the written mutual consent of both parties. Any amendment or modification shall be

attached to this Agreement, and shall include the date and signatures of parties agreeing to the amendment or modification.

17. COPIES OF AGREEMENT.

Copies of this Agreement shall be placed on file and be available at the Institute and at the County.

18. JOINT NEGOTIATIONS.

This Agreement shall be construed as resulting from joint negotiations and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

IN WITNESS WHEREOF, each of the parties has executed this Agreement on the dates indicated below.

ST. JOHNS COUNTY, FLORIDA,
a political subdivision of the State of Florida

By: _____
Name: _____
Title: _____


Date: _____

(Seal)

**ATTEST: Brandon J. Patty, Clerk of
the Circuit Court and Comptroller**

Deputy Clerk

First Response Training Group, LLC

By: 
Jason J Marquez
President / CEO

Date: 10/2/22

Witness: _____
Signature

Witness: _____
Print Name

From: [Stephanie Canton-Whaley](#)
To: [Jeremy Robshaw](#)
Subject: FW: First Response Training Group
Date: Monday, June 6, 2022 3:30:10 PM

From: Stephanie Canton-Whaley <>
Sent: Wednesday, June 1, 2022 2:10 PM
To: Joel Sneed <jsneed@sjcfl.us>
Subject: First Response Training Group

Chief,

I asked Amy to please upload the contract for First Response Training Group. This is a school out of Orlando that is an accredited EMT program. The only thing they are looking for is an opportunity for their students in this area to do ride alongs to meet the state certification qualifications. Mark Mutz is a current student and a local ATF agent. He lives here and was hoping to do his 32 ride along hours with us. I would usually brief Chief Prevatt regarding these contacts in case Mr. Bradley has any questions. In his absence, I wanted to brief you.

Thanks,
Steph

Stephanie Whaley

Operations Chief
St. Johns County Fire Rescue
St. Johns County Board of County Commissioners
3657 Gaines Road, St. Augustine, FL 32084
O: 904-209-1726 | F: 209-1737
www.sjcfl.us

"ONE TEAM"



PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the St. Johns County Board of County Commissioners and employees regarding public business are public records available to the public and media through a request. Your e-mail communications may be subject to public disclosure.