

RESOLUTION 145 - 25

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, APPROVING THE AFFILIATION AGREEMENT BETWEEN FLORIDA GULF COAST UNIVERSITY BOARD OF TRUSTEES AND THE CITY OF CAPE CORAL, A FLORIDA MUNICIPAL CORPORATION, FOR THE USE OF CITY FACILITIES TO PROVIDE PRACTICUM TRAINING EXPERIENCE FOR STUDENTS ENROLLED IN FLORIDA GULF COAST UNIVERSITY; AUTHORIZING THE CITY MANAGER OR THEIR DESIGNEE TO EXECUTE THE AFFILIATION AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Gulf Coast University (“FGCU”) operates the Marieb College of Health and Human Services program; and

WHEREAS, as part of the Marieb College of Health and Human Services program, FGCU wishes to provide its students enrolled in this program with practical training experience; and

WHEREAS, the Cape Coral Fire Department wishes to provide the Emergency Operations Center as a facility that may be utilized to provide the practical training experiences to students enrolled in the Marieb College of Health and Human Services program at FGCU; and

WHEREAS, the City Manager recommends that the Mayor and City Council approve the Affiliation Agreement between Florida Gulf Coast University Board of Trustees and the City of Cape Coral, a Florida Municipal Corporation, for use by Florida Gulf Coast University of City facilities as part of its Marieb College of Health and Human Services Program.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, AS FOLLOWS:

Section 1. The Mayor and City Council hereby approve the Affiliation Agreement between Florida Gulf Coast University Board of Trustees and the City of Cape Coral, a Florida Municipal Corporation, for use by Florida Gulf Coast University of City facilities as part of its Marieb College of Health and Human Services Program. A copy of the Affiliation Agreement is attached hereto as Exhibit 1.

Section 2. The Mayor and City Council hereby authorize the City Manager or their designee to execute the Affiliation Agreement.

Section 3. This Resolution shall take effect immediately upon its adoption.

ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, AT THEIR REGULAR SESSION THIS _____ DAY OF _____, 2025.

JOHN GUNTER, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:

GUNTER	_____	LASTRA	_____
STEINKE	_____	KILRAINE	_____
LEHMANN	_____	LONG	_____
DONNELL	_____	KADUK	_____

ATTESTED TO AND FILED IN MY OFFICE THIS _____ DAY OF _____,
2025.

KIMBERLY BRUNS
CITY CLERK

APPROVED AS TO FORM:

ALEKSANDR BOKSNER
CITY ATTORNEY
Res/ Affiliation Agreement-FGCU

JJF

AFFILIATION AGREEMENT
Between
Florida Gulf Coast University Board of Trustees
And
The City of Cape Coral, Florida

This Affiliation Agreement, hereinafter referred to as Agreement, is entered into by FLORIDA GULF COAST UNIVERSITY BOARD OF TRUSTEES, a public body corporate of the State of Florida, hereinafter referred to as "University", and THE CITY OF CAPE CORAL, FLORIDA O/B/O THE CAPE CORAL FIRE DEPARTMENT, hereinafter referred to as "Affiliate" or "City".

WHEREAS, the University operates the Marieb College of Health & Human Services and wishes to provide a practical training experience for Students in the following program(s);

Social Work Intern Program;

WHEREAS, Affiliate is willing to provide the necessary facilities for said Intern Program ; and

WHEREAS, the University and Affiliate (the "Parties") are desirous of establishing an agreement to guide and direct the parties respecting this affiliation and working relationship, to provide high quality practice experiences for Students.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

I. Mutual Responsibilities

- a. The Parties shall share responsibility for the supervision and coordination of the placement experiences and content. The number of Students, specific dates/times, and training activities will be established and agreed to by the Parties in advance of the training period.
- b. Students will provide proof of their own health insurance upon being assigned to the City for placement in the Intern Program.
- c. The practice experiences to be provided will be of such content and cover such periods of time as may, from time to time, be mutually agreed upon by the Parties.
- d. All Students must be mutually acceptable to the Parties and either party may temporarily withdraw a Student from the learning experience if any policies of the University or the City are violated. *If for any other reason either party reasonably believes that it is not in the best interest of the Affiliate, University, or Student for the Student to continue placement with the City, appropriate Affiliate and University officials will discuss the matter. Upon removal of the Student, further action regarding Student status will follow University policy.*

- e. Affiliate authorizes University to include the name and location of facility and any additional internship sites listed in this Agreement in a Geographic Information System (GIS) Map showing all of active University clinical sites.
- f. University reserves the right to refuse or discontinue the placement of students if the City does not meet the professional educational requirements and standards of the University.
- g. University will recommend for placement at the City only those students who have earned a satisfactory record and have met the minimum requirements established by the University for placement with the City.
- h. University will provide to the City copies of current course outlines, course objectives, and curriculum philosophy, and a list of faculty and their qualifications when requested.
- i. City shall not be responsible for any compensation for services or expenses for medical, meals, travel or other incidental expenses incurred by the University, or its students or faculty participating in the Intern Program, nor shall the University become obligated to the City or any member of its staff for any expenses or payment.
- j. University, its students and faculty participating in the Intern Program at the City shall, in no event, become nor be deemed to be employees, servants, or agents of the City, nor shall any person on the staff or administration of the City become nor be deemed to be an employee, servant, or agent of the University.
- k. University shall direct its students shall comply fully with the City with respect to physical examinations, vaccinations, and to provide a third party release in favor of the City for access to health records of the University's students participating in the Intern Program.

II. University Responsibilities

- a. University Students and faculty shall comply with the published policies and practices of Affiliate with regards to eligibility requirements for Students, client services, dress codes, written personnel standards, hours of operation, and use of facilities and equipment.
- b. University as a public body corporate of the State of Florida is self-funded for liability coverage pursuant to Chapter 284, Florida Statutes, and to the limits provided for in section 768.28, Florida Statutes, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by University. University is self-funded for Workers' Compensation insurance required under Chapter 440, Florida Statutes, pursuant to Chapter 284, Florida Statutes and to the limits of section 768.28,

Florida Statutes. A copy of the certificates of coverage received from the State of Florida Division of Risk Management will be provided upon request.

- c. Students shall obtain and maintain Student professional liability or malpractice insurance. Students shall present evidence of coverage at the start of placement with Affiliate.
- d. University will provide a Coordinator of Field Experience to coordinate placement activities of Students with Affiliate and provide training and support for Affiliate's field instructors.
- e. University may withdraw any Student whose progress, conduct, or performance does not meet with University's standards and requirements. In addition, University may withdraw any Student from an Affiliate where the standards and requirements are not being met for any reason.
- f. The University is responsible for Student education including the curriculum, Student evaluation and granting of educational credit.
- g. The University will designate a faculty member as liaison to the Affiliate.
- h. The University will require Students to abide by the Affiliate's rules, standards, regulations and procedures.
- i. The University will maintain educational records and information relative to Students in accordance with the Family Educational Rights and Privacy Act of 1974 and Section 1002.22, Florida Statutes.

III. Affiliate Responsibilities

- a. Affiliate agrees to provide onsite field placements for University at locations as described in Exhibit A of this agreement. Locations may be added or deleted with written communication signed by both parties, and executed with the same formality as this Agreement.
- b. Affiliate agrees to permit University Supervisors time and a private area for University Supervisors to attend training and to perform standard and approved field instructor/supervisory responsibilities.
- c. Affiliate has the right to terminate any Student whose conduct or field performance is not in accordance with Affiliate policies and standards.
- d. The Affiliate will be responsible for the organization, administration, staffing, operating, financing of its services, the maintenance of accepted standards for efficient management and will operate in accordance with acceptable health care standards.
- e. The Affiliate will retain responsibility for the care and services provided to a recipient of

services, be that a patient, client, student, or any person to whom Affiliate is responsible. Affiliate will maintain administrative and professional supervision of Students insofar as their presence and program assignments affect the operation of the Affiliate and its care and services, direct and indirect, to recipients of services. The Affiliate will provide qualified personnel to supervise or instruct as appropriate Students in University programs, according to Program requirements as communicated to Affiliate personnel.

- f. The Affiliate will not use Students in lieu of professional or non-professional staff in providing care and services to recipients of services.
- g. The Affiliate will accept from the University the number of Students that qualified staff, time, and space permit.
- h. The Affiliate will provide the Student appropriate participation in client care or other learning processes necessary to accomplish the educational outcomes of the practice experience.
- i. Subject to the Affiliate's overall responsibility for client/patient care, it may invite appropriately credentialed faculty members to provide such services as may be necessary for teaching purposes.
- j. Orientation to the City will be provided by City staff for the faculty and the students prior to the commencement of the student's experience. Both parties to this Agreement shall agree upon orientation.
- k. The Affiliate will provide adequate resources for participating Students and faculty in accordance with the objectives developed through cooperative planning by the University's departmental faculty and the Affiliate's staff. Included may be such resources as library, conference space, classrooms, cafeteria, lounges, parking, office or workspace and dressing rooms.
- l. The Affiliate shall, as appropriate, assist the University in collaborative assessment of each Student's performance. Final responsibility for grading will be maintained by the University.
- m. The Affiliate will encourage visits of University faculty and accreditation evaluators for the purpose of observing, auditing, participating in teaching, attending planning meetings, or evaluation for accreditation.
- n. The Affiliate will provide first aid, with appropriate calls to emergency medical services or referral to a physician to Students and faculty in case of accident or illness while engaged in practice experiences. All health care (emergency or otherwise) that a Student or University faculty member receives will be at the expense of the individual involved.
- o. The Affiliate will be responsible for informing Affiliate's personnel regarding the rights and privileges of the University's Students and faculty.

- p. The Affiliate will be responsible for coordinating with the Student any required criminal background checks.

IV. General Terms

- a. **Term.** This Agreement will begin upon date of last execution and continue in effect in perpetuity.
- b. **Amendments.** The Parties may alter or add to this Agreement by written amendment executed with the same level of formality as this Agreement.
- c. **Notices.** All notices and all other matters pertaining to this Agreement requiring delivery to a party shall be in writing and shall be deemed to have been duly given when received by the addressees at the following addresses:

Michael Russell
Acting Fire Chief
Cape Coral Fire Department

1115 SE 9th Ave.
Cape Coral, FL 33990

and Shawn Felton, EdD, LAT, ATC
Dean, Marieb College of Health & Human
Services
Florida Gulf Coast University
10501 FGCU Boulevard South
Fort Myers, Florida 33965-6565

- d. **Termination.** This Agreement may be terminated for convenience by either party with thirty (30) days prior written notice provided the notice period does not interfere with a Student practice experience. If the notice period extends past the beginning of the term, then the notice will be waived so long as some notice was given. In no case will the Agreement be terminated during a practice experience, thereby allowing Students currently enrolled and participating to have the opportunity to complete the practice experience with Affiliate. Notwithstanding the foregoing, this Agreement may be unilaterally cancelled by the University for refusal by the Affiliate to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by Affiliate in conjunction with this Agreement.
- e. **Choice of Law.** This agreement shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of Florida. Any legal action related to this Agreement must first be submitted to non-binding Mediation as a condition precedent to its being filed with the courts. Any legal action related to this Agreement must be filed in the Twentieth Judicial Circuit in and for Lee County, Florida.

V. GOVERNMENT REGULATIONS:

To the extent applicable, Affiliate agrees that it will comply with:

- a. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from federal financial assistance.
- b. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance.
- c. Title IX of the Education Amendments of the 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
- d. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
- e. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
- f. Executive Order 11246 of September 24, 1965 as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor, which prohibit discrimination in government employment on the basis of race, creed, color, or national origin.
- g. The Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 219 et seq., covering rehabilitation measures for Vietnam Veterans.
- h. The Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability and/or perceived disability.
- i. Section 413.036 of the Florida Statutes, which provides for the procurement of services from a qualified nonprofit agency for the blind or for the other severely handicapped.
- j. Chapter 760, Florida Statutes, which prohibits discrimination on the basis race, color, religion, sex, national origin, age handicap, or marital status.
- k. Title 45, C. F. R. 160.103, Health Insurance Portability and Accountability Act which *governs privacy regulations associated with medical information.*
- l. All regulations, guidelines, and standards which are now or may be lawfully adopted under the above statutes, as well as any other federal, state, or local rules, regulations and ordinances.

[Remainder of page is blank. Execution page to follow.]

In witness whereof, University and Affiliate have caused this agreement to be executed by their authorized representatives:

CITY OF CAPE CORAL, A FLORIDA
MUNICIPAL CORPORATION

and FLORIDA GULF COAST UNIVERSITY
BOARD OF TRUSTEES

Signature

Shawn Felton

Signature

Michael Ilczyszyn

Shawn Felton

City Manger

Dean, Marieb College of Health & Human
Services

Date: _____

Date: May 1, 2025

APPROVED AS TO FORM:

BY: 

City Attorney's Office

Approved as to
Form and Legality


David Greenbaum

Associate General Counsel
Florida Gulf Coast University
Board of Trustees

4/7/2025

Exhibit A

**CAPE CORAL FIRE DEPARTMENT
1115 SE 9th Ave. Cape Coral, FL 33990**