



## School Board of Clay County

### November 6, 2025 - Regular School Board Meeting

#### **Title**

C11 - Memorandum of Understanding with Clay County Fire and Rescue

#### **Description**

Clay County Fire and Rescue will provide opportunities for CTE EMR students to conduct "ride-a-longs" with CCFR staff to gain real world, hands-on experience and prepare for the EMR industry certification exam.

#### **Gap Analysis**

N/A

#### **Previous Outcomes**

N/A

#### **Expected Outcomes**

Hands-on experiences like ride-a-longs with CCFR prepare students for college and careers and help them earn their EMR industry certifications.

#### **Strategic Plan Goal**

Strategy 1.3: Prepare all students to be full option graduates who are prepared for college, eligible to enlist in military services, or able to compete in the workforce.

#### **Recommendation**

Approve the Memorandum of Understanding.

#### **Contact**

Roger Dailey, Chief Academic Officer, [roger.dailey@myoneclay.net](mailto:roger.dailey@myoneclay.net); (904) 336-6904

Kelly Mosley, CTE Supervisor, [kelly.mosley@myoneclay.net](mailto:kelly.mosley@myoneclay.net); (904) 336-4503

#### **Financial Impact**

None

#### **Review Comments**

#### **Attachments**

[260013 CCFR Ride-A-Long NEW Agreement.pdf](#)

# FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 260013  
Number Assigned by Purchasing Dept.



## CONTRACT REVIEW

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED DO  
NOT PLACE ITEM ON AGENDA UNTIL  
REVIEW IS COMPLETED

☐ Must Have Board Approval over \$100,000.00

Date Submitted: 7-9-2025

Name of Contract Initiator: Kelly Mosley

Telephone #: 904-336-4503

School/Dept Submitting Contract: CTE/9002

Cost Center # 9002

Vendor Name: Clay County Fire Rescue

Contract Title: ~~XXXXXX~~ Affiliation Agreement w/ CCFR

Contract Type: New ☒ Renewal ☒ Amendment ☐ Extension ☐ Previous Year Contract # 250061 was 2nd Renewal

Contract Term: ~~XXX~~ 3 year contract that is reviewed annually Renewal Option(s): ~~XXXXXX~~ to 240081 renewal, Original Contract can be renewed in writing before

Contract Cost: none 10/1/2025 - 9/30/2028 the 3 year term ends 9/30/2028

☐ BUDGETED FUNDS - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

Funding Source: Budget Line # \_\_\_\_\_

Funding Source: Budget Line # \_\_\_\_\_

☐ NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

☐ INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS - SEND CONTRACT PACKAGE DIRECTLY TO SBAO

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):

☒ Completed Contract Review Form

☒ SBAO Template Contract or other Contract (NOT SIGNED by District / School)

☒ SIGNED Addendum A (if not an SBAO Template Contract) - When using the Addendum A, this Statement MUST BE included in the body of the Contract:

"The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."

Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:

COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.

General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.

Auto Liability = \$1,000,000 Combined Single Limit (\$1,000,000 for Charter Buses).

Workers' Compensation = \$100,000 Minimum

[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].

State of Florida Workers Comp Exemption (<https://apps.flstate.com/tocexampt/>) (if Applicable)

Release and Hold Harmless (if Applicable)

RECEIVED

By Bertha Staefe at 10:21 am, Aug 06, 2025

**\*\*AREA BELOW FOR DISTRICT PERSONNEL ONLY \*\***

CONTRACT REVIEWED BY:

COMMENTS BELOW BY REVIEWING DEPARTMENT

Purchasing Department

No Cost

REVIEWED

By Bertha Staefe at 10:21 am, Aug 06, 2025

School Board Attorney JPS  
8/6/25

JP- See comments about making this Agreement a 3 year Initial Term that will be REVIEWED annual & has the option to RENEW after the 3 years but it must be done in writing.

Review Date

JPS: Legally sufficient. the renewal option is acceptable. ✓

Other Dept. as Necessary

Review Date

PENDING STATUS: ☐ YES ☐ NO

IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR

FINAL STATUS

**TENTATIVELY  
APPROVED**

Pending date & signatures.

**AFFILIATION AGREEMENT REGARDING EXTERNSHIP WITH CLAY COUNTY  
FIRE RESCUE BETWEEN CLAY COUNTY, FLORIDA  
AND THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**

This Affiliation Agreement Regarding Externship with Clay County Fire Rescue ("Agreement") is entered into this 18 day of September, 2025 between Clay County, a political subdivision of the State of Florida (the "County"), and the School Board of Clay County, Florida, a body corporate and political subdivision of the State of Florida ("School Board").

**RECITALS**

**WHEREAS**, the School Board and the County recognize the value of providing a comprehensive, hands-on learning experience for students residing in Clay County who are interested in pursuing careers in fire rescue, and acknowledge the educational and community benefits such a program provides; and

**WHEREAS**, the County, through its Fire Rescue Department, has the qualified instructional personnel and necessary equipment to conduct such a program, and is willing to do so.

**NOW THEREFORE**, for and in consideration of the foregoing recitals and the mutual covenants set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged and objections to the sufficiency and adequacy of which are hereby waived, the parties do hereby agree as follows:

**I. PURPOSE OF AGREEMENT**

(a) The purpose of this Agreement is to provide a comprehensive hands-on learning experience for students from the School Board (the "Participants"), in accordance with provisions of the guidelines set forth in this Agreement, through externship service with the County's Fire Rescue Department (the "Department").

**II. TERM**

(a) This Agreement shall commence on October 1, 2025 and shall remain in full force and effect until September 30, 2028, unless otherwise earlier terminated as provided herein.

(b) This Agreement shall be subject to annual review and may be renewed upon the mutual written agreement of both parties. Either party may terminate this Agreement, without cause, by providing thirty (30) days' written notice to the other party.

**III. GENERAL PROVISIONS OF AGREEMENT**

(a) Both parties agree there will be no distinction in clinical opportunities because of race, sex,

color, creed, age, national origin, religion, marital status, sexual orientation, disability or handicap, and agree to adhere to the provisions of Federal and State laws regarding discrimination.

(b) The County, acting through the Department, will provide, at the Participant's expense, emergency care for injuries or acute illness while in attendance at the Department in accordance with the provisions of this Agreement.

#### **IV. RESPONSIBILITIES OF THE SCHOOL BOARD**

(a) The School Board shall designate a person or persons to coordinate and act as liaison with the appropriate Department personnel.

(b) The School Board shall provide the Department with a list of Participants scheduled to take part in the clinical externship no fewer than ten (10) days prior to the commencement of their participation. Only one (1) student shall be assigned per Advanced Life Support (ALS) transport vehicle at any given time.

(c) The School Board shall ensure that each Participant is adequately prepared to perform the duties required during the externship and is capable of functioning in the capacity expected by the Department.

(d) To the extent permitted by law, and subject to the limitations set forth in Section 768.28, Florida Statutes, which limitations are not expanded, waived, or altered by this Agreement, the School Board hereby agrees to indemnify and hold harmless the County and its officers, directors, employees, and agents (collectively, the "Indemnities"), for any liability that may be sustained 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, including reasonable attorney's fees incurred on account thereof, allegedly caused by, arising out of, or relating in any manner to the activity of any Participant or Participants supplied by the School Board pursuant to this Agreement. Each Participant shall execute an Indemnification Agreement in favor of the Indemnities, which shall be maintained on file by the School Board. The County may request, and shall be provided with, a copy of any such Indemnification Agreement at any time while it remains in effect.

(e) Both the County and the School Board are governmental entities whose limits of liability are set forth in Section 768.28, Florida Statutes. Neither the County nor the School Board (including the Clay County School District and its individual schools) waive any defense of sovereign immunity or increase the limits of its liability by way of this Agreement. Any indemnification by either the School Board or the County shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and to any other limitations, restrictions and prohibitions that may be provided by law, and shall not be deemed to operate as a waiver of, or modification to, the School Board's or the County's sovereign immunity protections.

(f) The School Board, as a political subdivision of the State of Florida, warrants and represents that it is self-funded for liability insurance in accordance with applicable law, and that such coverage extends to its officers, employees, servants, and agents while acting within the scope of their official duties and employment with the School Board. The School Board and the County further agree that



nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida the School Board or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the School Board or the County beyond the waiver provided in Section 768.28, Florida Statutes.

(g) The School Board shall procure and maintain, during the term of this Agreement and any renewal, professional liability insurance for claims, damages, or injuries to persons, 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 for personal injuries arising out of professional negligence or malfeasance by Participants or School Board employees or agents arising out of performance of assigned duties under this Agreement. The School Board shall submit certificates of insurance to the County evidencing such insurance as requested by the County. The School Board agrees that it shall provide to the County 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. RESPONSIBILITIES OF THE DEPARTMENT**

- (a) It shall be the responsibility of the County through the Department to:
1. Provide an appropriate orientation for Participants in connection with its facilities, policies, and procedures.
  2. Provide opportunities for a positive learning experience with appropriate supervision.
  3. Retain ultimate responsibility for patient care even if a student provides that care.
  4. Designate a liaison from the Department to interact with the School Board as necessary.

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

- (a) It shall be the responsibility of the Participants assigned through this Agreement to:
1. Comply with the policies and procedures of the County and the Department.
  2. Wear the necessary and appropriate uniform, including photo identification provided by the School Board, while participating in the externship at the Department. The Department will provide the School Board with a copy of its dress code requirements.
  3. Obtain prior written approval of both the School Board and the Department before publishing or disseminating any material related to the learning experience provided under this Agreement.
  4. Agree to adhere to all pertinent Health Insurance Portability and Accountability Act (HIPAA) laws and confidentiality. The School Board will provide appropriate HIPAA training prior to externship with the Department. The Participants will not use any identifying personal patient information in reports or documentation and will abide by confidentiality requirements to safeguard details of patient interaction during the externship.

## **VII. REFUSAL OF PARTICIPANT**

(a) The Department reserves the right to deny or revoke externship privileges to any Participant at its sole discretion, without cause and for any reason. However, denial or revocation of such privileges shall not be based on any classification protected under Section III(a) of this Agreement.

## **VIII. MODIFICATION OF AGREEMENT**

(a) This Agreement may be modified only by the mutual written consent of both parties. Any such modification shall be in writing, signed by authorized representatives of all parties, and attached to this Agreement.

## **IX. PUBLIC RECORDS LAW**

(a) The parties to this Agreement acknowledge their joint obligation under Art. 1, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, as from time to time amended (together, the Public Records Laws), to release public records to members of the public upon request. The parties acknowledge that they are required to comply with the Public Records Laws in the handling of the materials created under this Agreement and that the Public Records Laws control over any contrary terms in this Agreement. In accordance with the requirements of Section 119.0701, Florida Statutes, the parties covenant to comply with Public Records Laws, and in particular to:

1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the School Board (other than education records) upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a material breach of this Agreement, for which the County may terminate this Agreement immediately upon written notice to the School Board.

**IF THE SCHOOL BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SCHOOL BOARD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC**

**RECORDS AT (904) 529-3604, publicrecords@claycountygov.com, POST OFFICE BOX 1366, GREEN COVE SPRINGS, FLORIDA 32043.**

**X. MISCELLANEOUS**

(a) No third party beneficiaries are intended or contemplated under this Agreement, and no third party shall be deemed to have rights or remedies arising under this Agreement against either of the parties to this Agreement.

(b) Each of the parties shall cooperate with one another, shall do and perform such actions and things, and shall execute and deliver such agreements, documents and instruments, as may be reasonable and necessary to effectuate the purposes and intents of this Agreement.

(c) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation, mediation, or other action proceeding between the parties arising out of this Agreement lies in Clay County, Florida.

(d) This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.


(e) It is mutually acknowledged and agreed by the parties hereto that this Agreement contains the entire agreement between the County and the School Board with respect to the subject matter of this Agreement, and that there are no verbal agreements, representations, warranties or other understandings affecting the same.

(f) The parties to this Agreement agree that each party has the option to utilize electronic signatures and that the digital signatures of the parties set forth below are intended to authenticate this Agreement and have the same force and effect as manual written signatures. Each person signing on behalf of the parties to the Agreement represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that the Agreement will constitute a legal and binding obligation of such party.

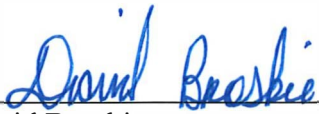
***[Signatures appear on the following page.]***

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date and year first written above.


**THE SCHOOL BOARD OF CLAY COUNTY,  
FLORIDA**

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

ATTEST:

  
\_\_\_\_\_  
David Broskie  
Superintendent of Schools

**CLAY COUNTY, a political subdivision of the  
State of Florida**

By:   
\_\_\_\_\_  
[Howard Wanamaker \(Sep 18, 2025 14:36:31 EDT\)](#)  
Howard Wanamaker  
County Manager on behalf of the  
Board of County Commissioners








# 2024-2025-329 Affiliation Agreement between CCSB and CCFR

Final Audit Report

2025-09-18

Created:	2025-09-18
By:	Lisa Osha (Lisa.Osha@claycountygov.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyY6yIJ8ZaDXIHctjylco7yBXLTE6Jhqe

## "2024-2025-329 Affiliation Agreement between CCSB and CCFR" History

-  Document created by Lisa Osha (Lisa.Osha@claycountygov.com)  
2025-09-18 - 6:17:00 PM GMT
-  Document emailed to Howard Wanamaker (howard.wanamaker@claycountygov.com) for signature  
2025-09-18 - 6:17:19 PM GMT
-  Email viewed by Howard Wanamaker (howard.wanamaker@claycountygov.com)  
2025-09-18 - 6:35:07 PM GMT
-  Document e-signed by Howard Wanamaker (howard.wanamaker@claycountygov.com)  
Signature Date: 2025-09-18 - 6:36:31 PM GMT - Time Source: server
-  Agreement completed.  
2025-09-18 - 6:36:31 PM GMT



# 2024-2025-329 Affiliation Agreement between CCSB and CCFR - signed

Final Audit Report

2025-11-20

Created:	2025-11-20
By:	Lisa Osha (Lisa.Osha@claycountygov.com)
Status:	Accepted
Transaction ID:	CBJCHBCAABAAZIQq_HEJzp7_zz5KPDzloFckt-8Tt0Xp

## "2024-2025-329 Affiliation Agreement between CCSB and CCF R - signed" History

-  Document created by Lisa Osha (Lisa.Osha@claycountygov.com)  
2025-11-20 - 1:19:35 PM GMT
-  Document emailed to Rick Dingle (dingler@clayclerk.com) for acceptance  
2025-11-20 - 1:19:43 PM GMT
-  Email viewed by Rick Dingle (dingler@clayclerk.com)  
2025-11-20 - 3:03:39 PM GMT
-  Document accepted by Rick Dingle (dingler@clayclerk.com)  
Acceptance Date: 2025-11-20 - 3:57:18 PM GMT - Time Source: server
-  Agreement completed.  
2025-11-20 - 3:57:18 PM GMT

