

**AGREEMENT BETWEEN BROWARD COUNTY AND
ANN STORCK CENTER, INC., FOR SUMMER INTERNSHIPS**

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and Ann Storck Center, Inc., a Florida not-for-profit corporation ("Contractor") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. Contractor partners with organizations to support students with special needs by providing services designed to enhance their readiness for employment.

B. Contractor has received a funding commitment from the Children's Services Council of Broward County to implement a program aimed at improving the job readiness and employment skills of high school students with special needs.

C. The purpose of this Agreement is to provide a summer internship opportunity for differently enabled students within the County's Parks and Recreation Division to further support their transition to employment.

D. The Parties wish to enter into this Agreement to set forth the terms and conditions governing the internship program and their respective responsibilities.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **Contract Administrator** means the Director of Parks and Recreation, the Assistant Director of Parks and Recreation, or such other person designated by the Director of Parks and Recreation in writing.

1.4. **Job Coach** means an employee of Contractor assigned to support the Student at the Worksite by performing various tasks to facilitate a successful experience for the Student at the Worksite.

1.5. **Program Activities** means all responsibilities of Contractor under this Agreement, including, without limitation, the development and implementation of individualized training plans, selection and supervision of Students, coordination with County staff, and any related obligations as described in Article 3.

1.6. **Student** means an eligible individual, between the ages of 16 through 18, who is identified by Contractor to participate as a summer intern.

1.7. **Worksite** means the physical location within the County's Parks and Recreation Division, or another designated County department or facility, where the Student is assigned to perform internship activities under this Agreement.

ARTICLE 2. EXHIBITS

Exhibit A Release, Waiver of Liability, and Acknowledgment

Exhibit B Release, Waiver of Liability, and Acknowledgment – Under 18 Years of Age

Exhibit C Minimum Insurance Coverages

ARTICLE 3. RESPONSIBILITIES

3.1. Responsibilities of County.

3.1.1. Scope of Work. County shall designate one or more of its internal departments or facilities to serve as a Worksite, and shall provide a summer work experience for the Students as set forth in this Agreement.

3.1.2. Worksites. County shall use reasonable care to provide Worksites that are sanitary and safe. County shall only assign Students to Worksites located within the County's organization. County shall not make material changes to any Student's job duties or location without prior approval from Contractor.

3.1.3. Supervision. County shall assign an employee to act as a liaison with Contractor's Job Coach. County will assign an employee to provide the necessary training to the Students. County shall coordinate with the Job Coach to evaluate the Students' progress.

3.1.4. Assignment. County shall base Students' assignments on their training needs as identified by Contractor and shall take reasonable steps to ensure that the assignments are age-appropriate. County shall also provide applicable worksite policies, including expectations related to conduct and attire.

3.1.5. Reporting. County shall immediately inform Contractor of any accident or injury at the Worksite involving any Student participating as a summer intern.

3.1.6. Applicable Child Labor Laws. County shall comply with all applicable federal, state, and local child labor laws and workplace safety requirements as they relate to internship placements and minor-aged workers.

3.1.7. Student Acknowledgement. Each Student must execute either the Release, Waiver of Liability, and Acknowledgment (in the form attached hereto as Exhibit A) or the Release, Waiver, of Liability, and Acknowledgment (in the form attached

hereto as Exhibit B) prior to participating in the Program. County shall maintain records of the executed documents.

3.2. Responsibilities of Contractor.

- 3.2.1. Scope of Work. The summer work experience provides high school students with special needs the opportunity to gain real-world skills in a structured and supportive environment. The program is designed to promote independence, responsibility, and the development of essential employment skills such as punctuality, task completion, appropriate workplace behavior communication, and teamwork. Students typically participate in activities such as clerical support, food service assistance, custodial work, and assisting with recreational programming. The duties are specific to each Worksite and will vary depending on the needs of the Worksite. Each Student's placement is based on their interests and capabilities, and Job Coaches or trained staff provide on-site support to ensure safety and success.
- 3.2.2. Selection of Students. Contractor shall identify eligible Students to participate in the program. Contractor shall ensure that each selected Student can safely and productively benefit from vocational training in the workplace and has emotional, mental, or physical challenges that have compromised their readiness for employment.
- 3.2.3. Training. Contractor shall develop an individualized vocational training plan for each Student and determine the most appropriate training. Contractor shall share each Student's targeted skills with County and shall coordinate regarding Student assignments, schedules, duration of training, and methods for measuring progress.
- 3.2.4. Supervision. Contractor shall provide all appropriate supervision to Students, including assigning a Job Coach to accompany the Students to the workplace daily and remain on-site for the duration of each Student's scheduled work hours.
- 3.2.5. Transportation. Contractor shall be responsible for ensuring Students have appropriate transportation to the Worksite.
- 3.2.6. Name Tags. Contractor shall provide each Student with a nametag.
- 3.2.7. Permission. Contractor shall verify that each Student is at least 16 years of age, and shall obtain written permission from the Student's parent or guardian for participation in the program.
- 3.2.8. Background Check. Contractor shall conduct a criminal background check and drug use screening for each Student.

3.2.9. Wages and Hours. Contractor acknowledges and agrees that Students and Job Coaches are solely its employees and not employees or agents of County. Nothing in this Agreement is intended to or does create an employee/employer or joint employer/employee relationship between County and any Student or Job Coach. Contractor shall be solely responsible for paying all wages to the Students and Job Coaches and for providing workers' compensation coverage as required by Applicable Law. County shall have no financial obligation with respect to such wages and shall not be responsible for any workers' compensation claims filed by Students or Job Coaches. Contractor shall inform Students that they are not permitted to work at the Worksite for more than 28 hours per week.

3.3. Conditions of Assignment. Each Student assignment under this Agreement must:

3.3.1. Align with the individualized vocational training plan of the applicable Student; and

3.3.2. Occur only on Mondays, Tuesdays, and/or Wednesdays and only between 9:00 a.m. and 4:30 p.m. No Student shall be assigned more than 28 hours per week, and assignments shall be for a period not longer than seven (7) weeks between June 16, 2025, and July 31, 2025.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1. Term. The term of this Agreement shall begin on June 16, 2025 ("Effective Date") and shall end on July 31, 2025 ("Term").

4.2. Time of the Essence. Time is of the essence for Contractor's performance of the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 5. REPRESENTATIONS AND WARRANTIES

5.1. Representation of Authority. Contractor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Contractor, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Contractor has with any third party or violates Applicable Law. Contractor further represents and warrants that execution of this Agreement is within Contractor's legal powers, and each individual executing this Agreement on behalf of Contractor is duly authorized by all necessary and appropriate action to do so on behalf of Contractor and does so with full legal authority.

5.2. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Contractor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Contractor represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

5.3. Claims Against Contractor. Contractor represents and warrants that there is no action or proceeding, at law or in equity, before any court, mediator, arbitrator, governmental or other board or official, pending or, to the knowledge of Contractor, threatened against or affecting Contractor, the outcome of which may (a) affect the validity or enforceability of this Agreement, (b) materially and adversely affect the authority or ability of Contractor to perform its obligations under this Agreement, or (c) have a material and adverse effect on the consolidated financial condition or results of operations of Contractor or on the ability of Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

5.4. Verification of Employment Eligibility. Contractor represents that Contractor has registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, County may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by County due to the termination.

5.5. Warranty of Performance. Contractor represents and warrants that it possesses the knowledge, skill, experience, and capacity to effectively implement the internship program described in this Agreement, and that all personnel engaged in carrying out Program Activities are properly qualified and capable of doing so in a professional and appropriate manner.

ARTICLE 6. INDEMNIFICATION

Contractor shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Contractor, or any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 7. INSURANCE

7.1. Throughout the Term, Contractor shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit C in accordance with the terms and conditions of this

article. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, or employees in connection with the performance of the Program Activities under this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

7.2. Contractor shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in Exhibit C on all policies required under this article.

7.3. On or before the Effective Date or at least fifteen (15) days prior to commencement of activities under this Agreement, as may be requested by County, Contractor shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Contractor shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

7.4. Contractor shall ensure that all insurance coverages required by this article remain in full force and effect without any lapse in coverage throughout the Term and until all performance required of Contractor has been completed, as determined by Contract Administrator. Contractor or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s).

7.5. All required insurance policies must be placed with insurers or surplus line carriers authorized to conduct business in the State of Florida with an A.M. Best rating of A- or better and a financial size category class VII or greater, unless otherwise approved by County's Risk Management Division in writing.

7.6. If Contractor maintains broader coverage or higher limits than the insurance requirements stated in Exhibit C, County shall be entitled to all such broader coverages and higher limits. All required insurance coverages shall provide primary coverage and not require contribution from any County insurance, self-insurance, or otherwise, which shall be in excess of and shall not contribute to the required insurance provided by Contractor.

7.7. Contractor shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in Exhibit C and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Program Activities. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Contractor shall obtain same in endorsements to the required policies.

7.8. Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurers may acquire against County, and shall obtain same in an endorsement of Contractor's insurance policies.

7.9. If Contractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Contractor.

7.10. If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in Exhibit C; and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Contractor must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in Exhibit C.

ARTICLE 8. TERMINATION

8.1. Termination for Cause. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

- 8.1.1. Contractor's (a) failure to suitably or continuously perform the Program Activities in a manner calculated to meet or accomplish the objectives in this Agreement or Work Authorization, or (b) suspension or debarment by a state or federal governmental entity or by a local governmental entity with a population in excess of one million people.

Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in any other instance, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 8.2 effective thirty (30) days after such notice was provided and Contractor shall be eligible for the compensation provided in Section 8.2 as its sole remedy.

8.2. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to Contractor. Contractor acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance written notice to Contractor of such termination in accordance with this section. This Agreement may also be terminated by the County

Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

8.3. Notice of termination shall be provided in accordance with the “Notices” section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

8.4. In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by County due to Contractor’s failure to comply with any term(s) of this Agreement.

ARTICLE 9. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

ARTICLE 10. MISCELLANEOUS

10.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Contractor regarding the implementation of this Agreement and to manage and supervise the performance of this Agreement. Contractor acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Program Activities described in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Code of Ordinances or Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement.

10.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, data, or other work created by Contractor in connection with the Program Activities under this Agreement, whether finished or unfinished (“Documents and Work”), shall be owned by County, and Contractor hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of County and shall be delivered by Contractor to the Contract Administrator within seven (7) days after expiration or termination. Any compensation due to Contractor may be withheld until all Documents and Work are received as provided in this Agreement.

10.3. Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Contractor is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Contractor shall:

- 10.3.1. Keep and maintain public records required by County to support or evaluate the Program Activities;
- 10.3.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;
- 10.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and
- 10.3.4. Upon expiration or termination of this Agreement, transfer to County, at no cost, all public records in possession of Contractor or keep and maintain public records required by County in connection with the Program Activities. If Contractor transfers the records to County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

If Contractor receives a request for public records regarding this Agreement or the Program Activities, Contractor must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

Contractor must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any material (a) that Contractor contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Contractor asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, “Restricted Material”). In addition, Contractor must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Contractor must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Contractor as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Contractor, or the claimed exemption is waived. Any failure by Contractor to strictly comply with the requirements of this section shall constitute Contractor’s waiver of County’s obligation to treat the records as Restricted Material. Contractor must indemnify and defend County and its employees and agents from any and all

claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-8100, PARKSPRR@BROWARD.ORG, BROWARD COUNTY PARKS AND RECREATION DIVISION, 950 NW 38TH STREET, OAKLAND PARK, FLORIDA 33309.

10.4. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Contractor. Contractor shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor shall make same available in written form at no cost to County. Contractor shall provide County with reasonable access to Contractor's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

Contractor shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and Contractor expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Contractor hereby grants County the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. Contractor shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

10.5. Independent Contractor. Contractor is an independent contractor of County, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In performing Program Activities, neither Contractor nor its agents shall act as officers, employees, or agents of County. Contractor shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

10.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant

to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

10.7. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

10.8. Third-Party Beneficiaries. Neither Contractor nor County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

10.9. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Parks and Recreation Division
Attn: Dan West, Director
950 NW 38th Street, Oakland Park, Florida 33309
Email address: parksdirector@broward.org

FOR CONTRACTOR:

Ann Storck Center, Inc.
Attn: Cathea Comiskey
1790 SW 43rd Way, Fort Lauderdale, FL 33317
Email address: ccomiskey@annstorckcenter.org

10.10. Assignment. All subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

10.11. Conflicts. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or

incompatible with Contractor's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of Contractor's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which they or Contractor is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding.

10.12. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

10.13. Compliance with Laws. Contractor and the Program Activities must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

10.14. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

10.15. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

10.16. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

10.17. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

10.18. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

10.19. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Contractor.

10.20. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

10.21. Payable Interest.

10.21.1. Payment of Interest. Unless prohibited by Applicable Law, County shall not be liable for interest to Contractor for any reason, whether as prejudgment interest or for any other purpose, and Contractor waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

10.21.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Law, one quarter of one percent (0.25%) simple interest (uncompounded).

10.22. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

10.23. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

10.24. Use of County Name or Logo. Contractor shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

10.25. Drug-Free Workplace. If required under Section 21.23(f), Broward County Administrative Code, or Section 287.087, Florida Statutes, Contractor certifies that it has and will maintain a drug-free workplace program throughout the Term.

10.26. Anti-Human Trafficking. By execution of this Agreement by the undersigned authorized representative of Contractor, Contractor hereby attests under penalty of perjury that Contractor does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes; under penalties of perjury, the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__; and Contractor, signing by and through its duly authorized representative.

COUNTY

ATTEST:

Broward County, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By **Alexandra Lozada** Digitally signed by
Alexandra Lozada Date: 2025.05.23
14:53:01 -04'00'
Alexandra Lozada (Date)

Assistant County Attorney
By **Adam Katzman** Digitally signed by
Adam Katzman Date: 2025.05.23
15:03:17 -04'00'
Adam Katzman (Date)
Deputy County Attorney

AML/jl
2025 Ann Storck Agreement
05/21/2025

**AGREEMENT BETWEEN BROWARD COUNTY AND
ANN STORCK CENTER, INC., FOR SUMMER INTERNSHIPS**

CONTRACTOR

ANN STORCK CENTER, INC.

By: _____  _____ Authorized Signer

Cathea Comiskey, COO
Print Name and Title

23rd day of May 2025

Exhibit A

**BROWARD COUNTY PARKS AND RECREATION DIVISION
RELEASE, WAIVER OF LIABILITY, AND ACKNOWLEDGMENT**

Name of Student Summer Intern: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (____) _____ Emergency Contact: _____

Email: _____

ALL STUDENT SUMMER INTERNS ARE REQUIRED TO READ, AGREE TO, AND SIGN THIS RELEASE AND WAIVER BEFORE BEGINNING AN INTERNSHIP.

I, _____, am voluntarily serving as a student summer intern through Ann Storck Center, Inc. In consideration for serving as a student summer intern, I do hereby knowingly, freely, and voluntarily release, acquit, waive, discharge, and covenant to hold harmless and indemnify Broward County, any and all of its departments and divisions, its officers, employees, agents, elected officials, volunteers, and their respective heirs, successors, and assigns, from any and all liability, claims, causes of action, suits, controversies, contracts, promises, damages, debts, costs, expenses, loss of services, compensations, judgments, executions, and demands whatsoever that may be sustained by any person or property directly or indirectly as a result of my participation as a student summer intern, whether caused in whole or in part by the negligence of the Broward County, any and all of its departments and divisions, its officers, employees, elected officials, agents, volunteers, or otherwise.

I acknowledge and agree that I: (a) fully understand the meaning of this Release, Waiver of Liability, and Acknowledgment, and recognize my right to seek the advice of an attorney before signing; (b) have signed freely and without any inducement or assurance of any nature; (c) intend it to be a complete and unconditional release of liability to the greatest extent allowed by law; and (d) agree that if any portion of this waiver is held invalid or unconstitutional, only that portion shall be voided and the remainder of this waiver shall continue in full force and effect.

The acceptance of this waiver shall not operate as an admission of liability on the part of anyone, nor as a waiver or bar with respect to any claim that Broward County may have against the undersigned. This release is binding on my heirs, executors, assigns, and administrators.

Acknowledgment of Non-Employment. I acknowledge and agree that I am not an employee of Broward County and shall not be entitled to compensation from Broward County for performance of any services at Broward County or for time spent as a student summer intern at Broward County. I agree that I am participating as a student summer intern at Broward County without any expectation, promise, or receipt of compensation from Broward County. I recognize that participation as a student summer intern complements the work of Broward County employees and provides significant educational benefits to myself. My participation as a student summer intern does not guarantee or secure employment with Broward County upon completion of my summer internship.

I hereby declare that I have read, understand, and voluntarily accept the terms and conditions of this Release, Waiver of Liability, and Acknowledgment.

Student Signature

Date

Witness (Broward County Staff) – Signature

Date

Witness (Broward County Staff) – Print Name

Date

Exhibit B

**BROWARD COUNTY PARKS AND RECREATION DIVISION
RELEASE, WAIVER OF LIABILITY, AND ACKNOWLEDGMENT – UNDER 18 YEARS OF AGE**

Name of Parent/Guardian _____

Name of Student Summer Intern: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (____) _____ Emergency Contact: _____

Email: _____

ALL STUDENT SUMMER INTERNS ARE REQUIRED TO READ, AGREE TO, AND SIGN THIS RELEASE AND WAIVER BEFORE BEGINNING AN INTERNSHIP.

I, _____, acknowledge that the above identified minor child is voluntarily serving as a student summer intern through Ann Storck Center, Inc. In consideration for the above identified minor child serving as a student summer intern, on behalf of the above identified minor child, I do hereby knowingly, freely, and voluntarily release, acquit, waive, discharge, and covenant to hold harmless and indemnify Broward County, any and all of its departments and divisions, its officers, employees, agents, elected officials, volunteers, and their respective heirs, successors, and assigns, from any and all liability, claims, causes of action, suits, controversies, contracts, promises, damages, debts, costs, expenses, loss of services, compensations, judgments, executions, and demands whatsoever that may be sustained by any person or property directly or indirectly as a result of the above identified minor child's participation as a student summer intern, whether caused in whole or in part by the negligence of the Broward County, any and all of its departments and divisions, its officers, employees, elected officials, agents, volunteers, or otherwise.

I acknowledge and agree that I: (a) fully understand the meaning of this Release, Waiver of Liability, and Acknowledgment, and recognize my right to seek the advice of an attorney before signing; (b) have signed freely and without any inducement or assurance of any nature; (c) intend it to be a complete and unconditional release of liability to the greatest extent allowed by law; and (d) agree that if any portion of this waiver is held invalid or unconstitutional, only that portion shall be voided and the remainder of this waiver shall continue in full force and effect.

The acceptance of this waiver shall not operate as an admission of liability on the part of anyone, nor as a waiver or bar with respect to any claim that Broward County may have against the undersigned. This release is binding on my heirs, executors, assigns, and administrators.

Acknowledgment of Non-Employment. On behalf of the above identified minor child, I acknowledge and agree that the above identified minor child is not an employee of Broward County and shall not be entitled to compensation from Broward County for performance of any services at Broward County or for time spent as a student summer intern at Broward County. On behalf of the above identified minor child, I agree that the above identified minor child is participating as a student summer intern at Broward County without any expectation, promise, or receipt of compensation from Broward County. On behalf of the above identified minor child, I recognize that participation as a student summer intern complements the work of Broward County employees and provides significant educational benefits to myself. The above identified minor child's participation as a student summer intern does not guarantee or secure employment with Broward County upon completion of the above identified minor child's summer internship.

I hereby declare that I have read, understand, and voluntarily accept the terms and conditions of this Release, Waiver of Liability, and Acknowledgment.

Parent/Guardian Signature

Date

Student Signature

Date

Witness (Broward County Staff) – Signature

Date

Witness (Broward County Staff) – Print Name

Date

Exhibit C Minimum Insurance Requirements



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/29/2024

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 have ADDITIONAL INSURED provisions or 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 Marsh & McLennan Agency LLC 4400 PGA Blvd, Ste. 1000 Palm Beach Gardens FL 33410	CONTACT NAME: PHONE _____ FAX _____ (A/C, No, Ext): _____ (A/C, No): _____ E-MAIL: _____ ADDRESS: FLCertificates@MarshMMA.com														
INSURED Ann Storck Center Inc 1790 SW 43rd Way Fort Lauderdale FL 33317	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Markel Global Reinsurance Company</td> <td>10829</td> </tr> <tr> <td>INSURER B : Florida Insurance Trust</td> <td>99999</td> </tr> <tr> <td>INSURER C : Benchmark Insurance Co.</td> <td>41394</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Markel Global Reinsurance Company	10829	INSURER B : Florida Insurance Trust	99999	INSURER C : Benchmark Insurance Co.	41394	INSURER D :		INSURER E :		INSURER F :	
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INSURER C : Benchmark Insurance Co.	41394														
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES		CERTIFICATE NUMBER: 255472496	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <div style="margin-left: 20px;"> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR </div> <div style="margin-left: 20px;"> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: </div>			FITGL337302024	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 OTHER: \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <div style="margin-left: 20px;"> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY </div>			FITAU337302024	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <div style="margin-left: 20px;"> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ </div>						EACH OCCURRENCE \$ AGGREGATE \$ OTHER: \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	FITWC337302024	6/1/2024	6/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	<input type="checkbox"/> Professional Liability <input type="checkbox"/> Abuse & Molestation Liability <input type="checkbox"/> Claims-Made, Retro: 10/24/2016			FITGL337302024	6/1/2024	6/1/2025	PL Each Claim / Aggr \$1M / \$3M A&M Each Claim / Aggr \$1M / \$1M
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Broward County, as designated organization, is an Additional Insured as respects General Liability when required by written contract subject to the term, conditions and exclusions of the policy.							

CERTIFICATE HOLDER	CANCELLATION
Broward County 115 S Andrews Ave Ft Lauderdale FL 33301	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

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ACORD 25 (2016/03)

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