

**AGREEMENT BETWEEN BROWARD COUNTY
AND FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES FOR
STUDENT INTERNS**

This Affiliation Agreement ("Agreement") is entered into by and between Florida International University Board of Trustees ("University") and Broward County, a political subdivision of the State of Florida, on behalf of its Parks and Recreation Division ("Broward County") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. University, desires that Students enrolled in its Recreational Therapy program obtain required clinical and other experiences at Broward County.

B. Broward County Parks and Recreation Division ("Division") has opportunities for such clinical experience.

C. University sponsors undergraduate and graduate education programs.

D. University and Broward County recognize that their respective education programs would be enhanced by an agreement to affiliate and collaborate in an integrated relationship.

E. University and Broward County desire to develop and maintain cooperative education and research programs for their mutual benefit to enhance and advance the goals and objectives of each.

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

Article 1. Statement of Agreement

1.1. Broward County desires to serve as a site for clinical or other training of individuals enrolled ("Students") in the Recreational Therapy program at University ("Program") and will accept Students for practical education and training in accordance with the provisions set forth in this Agreement.

1.2. The Parties shall adhere to all terms identified in this Agreement.

1.3. Broward County and University shall cooperate in the placement of Students, each sharing responsibility for the final selection of Students.

Article 2. Responsibilities of University

2.2 University shall appoint and designate a University representative with appropriate professional and academic credentials ("University Representative"), who shall be

responsible for coordinating the Program for University and acting as the administrative liaison to Broward County.

2.3 University shall provide Broward County with the Program curriculum for Students.

2.4 University shall instruct its Students and faculty, if any, participating in the Program that they are to comply with the appropriate laws, policies, procedures, rules, and regulations, including but not limited to submitting to a physical examination, providing immunization records, background checks, and other preliminary screening, if required by Broward County.

2.5 University participants in the Program shall not be entitled to compensation from Broward County for performance of the duties described in this Agreement or as part of the Program. University and Students participating in the Program agree that participation in the Program is solely on a volunteer basis for educational benefit, without any compensation. Receipt of credit for an educational program shall not be considered compensation. Participation in the Program does not guarantee or secure employment with the County upon completion of the Program.

2.6 University shall assign all required grades for Students who participate in the Program.

2.7 University shall have the responsibility for determining the adequacy of the educational experience of students, and will assign to the Program only those students who have satisfactorily completed the required course of studies, both didactic and practical, as specified by the University's curricula.

Article 3. Responsibilities of Broward County

3.1 Broward County shall designate a staff member with appropriate professional and academic credentials to serve as liaison of the Program ("Program Representative"). The Program Representative shall also serve as the Contract Administrator for Broward County, and shall be responsible for cooperating with University and its designated University Representative regarding the Program. In the administration of this Agreement, as contrasted with matters of policy, all Parties may rely on the instructions or determinations made by the Contract Administrator designated by Broward County; provided, however, that such instructions and determinations do not, change the scope or terms of this Agreement.

3.2 The Program Representative and other Broward County staff involved in the Program shall be employees of Broward County. Broward County shall supervise Students while engaged in Program activities at its facilities.

3.3 Broward County shall allow representatives of University and its accrediting bodies to visit Broward County office(s) and observe the operation of the Program at mutually agreed upon times.

3.4 Broward County staff who serve as teaching faculty shall include direct instruction and supervision of Students, as well as provide periodic evaluation of each Student's progress on forms provided by University, under the coordination of the Program Representative.

3.5 Broward County shall provide Students participating in the Program with information regarding the required adherence to applicable laws, regulations, policies, procedures, and rules, as applicable.

3.6 Broward County may require that University remove any Student from the Program if the Student does not follow the appropriate laws, policies, procedures, rules, or regulations. Further, in such event, Broward County may immediately, without prior written or verbal notice to University, require that the Student leaves Broward County's premises, and Broward County will subsequently notify University in writing of such action and the reasons therefore.

3.7 Broward County shall inform Students of any requirements for background screening, drug testing, health screenings, or other requirements. Broward County will assist Students in either obtaining these requirements or informing the Student where any required screenings or testing may be obtained and will monitor Students' compliance. Broward County may remove any Student who fails to meet any applicable requirements.

3.8 Broward County will complete and return to University the Request for Agency Approval Recreation Therapy Internship Placement attached hereto as Exhibit A.

3.9 Each Student must execute the Release and Waiver of Liability attached hereto as Exhibit B. Broward County shall maintain records of the executed documents.

3.10 Students participating in the Program are not employees of Broward County and are not entitled to financial remuneration during placement. No Student is covered under Broward County's Worker's Compensation, social security, or unemployment compensation programs while participating in the Program. Broward County is not responsible to ensure that any Student obtains academic or other credit for participation in the Program, but Broward County will provide reasonable cooperation to assist the Students in applying for any such available credit.

Article 4. Indemnification

Broward County and University each agree to be fully responsible for the acts and omissions of their own officers and employees in the course of performing their obligations under this Agreement. Except to the extent entry into this Agreement is deemed a limited waiver, nothing herein is intended to serve as a waiver of either Party's sovereign immunity. Nothing herein shall be construed as consent by either Party to be sued by third parties in any matter arising out of this Agreement.

Article 5. Insurance

5.1 University shall maintain professional liability insurance in amounts not less than \$1,000,000 per occurrence or claim and \$3,000,000.00 in the aggregate, covering the acts of Students while participating in the Program at Broward County, and general liability insurance in amounts not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Broward County may ask for proof of said insurance policy and/or coverage at any time during the term of this Agreement. University shall ensure that insurance coverages required by this Agreement remain in full force and effect for the duration of this Agreement and shall insure that there is no lapse in coverage. University shall provide notice to Broward County of any cancellation or modification of any insurance policy or self-insurance coverage required by this Agreement at least thirty (30) days prior to the effective date of cancellation or modification. All required insurance coverages under this Agreement shall provide primary coverage and shall not require contribution from any County insurance, self-insurance or otherwise. University shall be solely responsible for the payment of any deductible or self-insurance retention. It is understood and agreed that the afore-mentioned policy of insurance shall not apply to Students receiving any form of compensation (including a stipend) for their participation in a practicum under this Agreement. Such students are required to obtain and maintain insurance coverage at their own expense, while participating in the program at Broward County. Students required to obtain and maintain insurance coverage will provide proof of insurance to Broward County prior to the start of the Program.

5.2 University is self-insured as a state agency of the State of Florida. University shall provide to Broward County a letter of self-insurance as verification of its self-insurance program.

5.3 Broward County's Insurance. Broward County is a self-insured political subdivision of the State of Florida, in accordance with Florida Statutes, Section 768.28. Broward County shall provide to University a letter of self-insurance as verification of its self-insurance program upon request.

Article 6. Term and Termination

6.1 Term. The term of this Agreement shall begin on the date it is fully executed by the Parties and shall continue for a period of five (5) years from that date.

6.2. Termination. This Agreement may be terminated as follows:

6.2.1 For convenience at any time by either Party providing at least thirty (30) days prior written notice of termination to the other Party as provided for in the Notices section below. Upon any such termination for convenience, Students then in the Program shall be allowed to complete the Program;

6.2.2 Upon the mutual agreement, in writing, of Broward County and University;

6.2.3 By the nondefaulting Party upon default by the other Party of any material term, covenant, or condition of this Agreement, where such default continues for

a period of twenty (20) days after the defaulting Party received written notice of the default in the manner provided for in the Notices section from the other Party specifying the existence of such default; or

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

Article 7. Nondiscrimination

No party to this Agreement 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 8. Miscellaneous

8.1 Independent Contractor. University and Broward County are independent contractors with respect to this Agreement. Nothing in this Agreement is intended to create a partnership, joint venture, or any other relationship between the Parties and any Student. Neither Party shall have the right to bind the other to any obligation not expressly undertaken by the Parties under this Agreement.

8.2 Advertising. No Party shall use the name, logo, or likeness of the other in any advertising or promotional material without the prior written consent of the other Party.

8.3 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

8.4 Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of Broward County and University.

8.5 Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by either Party.

8.6 Notices. In order for a 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 e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR BROWARD COUNTY:
Broward County _____
Attn: _____
Governmental Center, Room ____
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email address: _____

FOR UNIVERSITY:

Email address: _____

8.7 Severability. In the event 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.

8.8 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 of this Agreement. A 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 of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. Any waiver must be in writing signed by an authorized signatory of the Party.

8.9 Third Party Beneficiaries. Neither University nor Broward County intends to directly or substantially 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.

8.10 Compliance with Laws. University shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement, including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

8.11 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. **BY ENTERING INTO THIS AGREEMENT, University AND BROWARD COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

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

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

8.14 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.

8.15 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

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 _____, 2020, and Contractor, signing by and through its _____ duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

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

By: _____
_____ day of _____, 2020.

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Adam Katzman

Digitally signed by Adam Katzman
DN: cn=Adam Katzman, o=Broward County,
ou=Office of the County Attorney,
email=akatzman@broward.org, c=US
Date: 2020.08.17 15:11:20 -04'00'

By: _____
Adam Katzman (Date)
Assistant County Attorney

**AGREEMENT BETWEEN BROWARD COUNTY AND FLORIDA INTERNATIONAL
UNIVERSITY BOARD OF TRUSTEES
FOR STUDENT INTERNS**

University

Signature

By: _____
Authorized Signor

Print Name of Witness above

Print Name and Title

Signature

_____ day of _____, 20____

Print Name of Witness above