

**AGREEMENT BETWEEN BROWARD COUNTY  
AND FLORIDA MEMORIAL UNIVERSITY FOR STUDENT INTERNS**

This Affiliation Agreement ("Agreement") is entered into by and between Florida Memorial University, Inc., a Florida not for profit corporation, ("University") and Broward County, a political subdivision of the State of Florida, on behalf of its Human Services Department ("Broward County") (University and Broward County collectively referred to as the "Parties").

**RECITALS**

A. University, in its educational program for the development of counselors, also has responsibility for the training of students who require clinical experience in counseling.

B. Broward County Human Services Department ("Department") 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, in consideration of mutual terms, conditions, promises, and covenants set forth below, the 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 training of students enrolled in University's Social Science Programs including, Psychology, Social Work, Criminal Justice, Sociology, and Law and Government ("Students") and will accept Students for practical education and training such as clinical work/assessments, co-facilitating groups, counseling/coaching, case management skills, mentoring skills, conflict resolution, crisis interventions, community engagement mentoring, and social justice projects ("Program") 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, including 42 C.F.R. Part 2, 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 Each Student must execute the Release and Waiver of Liability attached hereto as Exhibit A. Broward County shall maintain records of the executed documents.**

**3.9 Students participating in the Program are not employees of Broward County and are not entitled to financial remuneration during placement. 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**

**University shall indemnify, hold harmless, and defend Broward County and all of Broward County's officers, agents, servants, 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 intentional, reckless, or negligent act or omission of University, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). In the event any Claim is brought against an Indemnified Party, University shall, upon written notice from Broward County, defend**

each Indemnified Party against each such Claim by counsel satisfactory to Broward County or, at Broward 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.

#### **Article 5. Insurance**

**5.1 University Insurance.** University shall maintain professional liability insurance for Program participants in amounts not less than \$1,000,000 per occurrence or claim and \$3,000,000 in the aggregate 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. 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.

**5.2** University shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided) the minimum insurance coverage or valid self-insurance in accordance with the terms and conditions required by this Agreement. University shall maintain insurance coverage or valid self-insurance against claims relating to any act or omission in connection with this Agreement by University, including its agents, representatives, employees, and subcontractors.

**5.3** Within seven (7) days after the execution of this Agreement and upon request, University shall provide to County a copy of all Certificates of Insurance or other written documentation sufficient to demonstrate insurance for the coverage types and limits required in this Agreement.

**5.4** University shall ensure that all insurance coverages required by this Agreement remain in full force and effect for the duration of this Agreement and shall ensure that there is no lapse of coverage. University shall provide notice to 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, and at least ten (10) days prior to the effective date of cancellation if due to nonpayment, and shall concurrently provide County with updated Certificates of Insurance or other documentation evidencing continuation of the required coverages.

**5.5** For insurance policies maintained by the University for coverages required in this Agreement, the University shall endorse "Broward County," 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, as an additional insured and Certificate Holder on Certificates of Insurance. University shall ensure that all such insurance policies are issued by insurers: (1) assigned an A. M. Best Rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida,

or (3) a qualified eligible surplus lines insurer pursuant to Florida Statutes Sections 626.917 or 626.918 approved by County, unless otherwise accepted by the County.

5.6 University waives any right to subrogation that any of its insurers may acquire against County, and agrees to obtain same in an endorsement of its insurance policies for coverages required in this Agreement.

5.7 If University maintains broader coverage or higher limits than the minimum insurance required, County shall be entitled to such coverage. 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-insured retention.

5.8 County reserves the right to periodically review insurance policies and to reasonably adjust the limits and/or types of coverage required herein.

5.9 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, in the event 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, gender identity and expression, or any other basis prohibited by law 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 relationship, express or implied, of employer-employee or principal-agent between Broward County and University or between Broward County and any Student. Neither party shall have the right to bind the other to any obligation not expressly undertaken 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. 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 Human Services  
Attn: Jennifer Melgarejo  
Governmental Center, Room 318  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Email address: [jmelgarejo@broward.org](mailto:jmelgarejo@broward.org)

FOR UNIVERSITY:  
Florida Memorial University

15800 NW 42 Avenue  
Miami Gardens, Florida 33054  
ATTN: Executive Provost and Vice President

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 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.

8.14 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 \_\_\_\_\_, 20\_\_\_\_, 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 \_\_\_\_\_, 2021.

Insurance requirements approved by Broward County Risk Management Division:

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

By:                     *Colleen*                      
Digitally signed by COLLEEN A. POUNALL  
Date: 2021.01.20 11:47:39 -05'00'

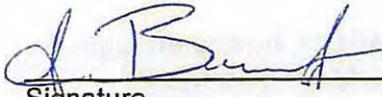
Name:                     Colleen Pounall                    

By:                     Adam Katzman                      
Adam Katzman (Date)  
Assistant County Attorney  
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: 2021.01.19 12:29:23 -05'00'

Title:                     Assistant Risk Manager

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UNIVERSITY  
FOR STUDENT INTERNS**

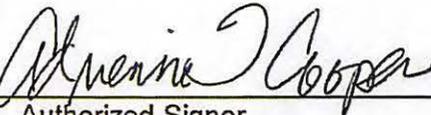
University

  
Signature

Stephanie Bailey  
Print Name of Witness above

  
Signature

Tameka B. Hobbs  
Print Name of Witness above

By:   
Authorized Signor

Adrienne T. Cooper  
Provost and Executive Vice President  
Print Name and Title above

6<sup>th</sup> day of January, 2021

Approved as to form by  
Sonya A. Miller, Esq.  
University General Counsel  
Florida Memorial University, Inc.  
15800 NW 42 Avenue  
Miami Gardens, FL 33054  
Telephone: (305) 626-3678

By: Sonya Miller 1/6/2021  
Sonya A. Miller (Date)  
General Counsel

Exhibit A

**BROWARD COUNTY HUMAN SERVICES DEPARTMENT  
RELEASE AND WAIVER OF LIABILITY**

Name of Student Intern: \_\_\_\_\_  
College or University: \_\_\_\_\_ Semester \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Emergency Contact: \_\_\_\_\_

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

I, \_\_\_\_\_, am voluntarily serving as a student intern within the Broward County Human Services Department. In consideration for serving as a student with Broward County Human Services Department, I do hereby knowingly, freely, and voluntarily release, acquit, waive, discharge, and covenant to hold harmless and indemnify the Broward County Board of County Commissioners, any and all of its departments and divisions, its officers, employees, agents, 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 which may be sustained by any person or property directly or indirectly as a result of my participation as a student intern, whether caused in whole or in part by the negligence of the Broward County Board of County Commissioners, any and all of its departments and divisions, its officers, employees, agents, volunteers or otherwise.

I acknowledge and agree that I: (a) fully understand the meaning of this Release and Waiver of Liability, 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.

I understand that the authorizations and rights granted herein are voluntary and that I may revoke any or all of them at any time by submitting said revocation in writing to the

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

\_\_\_\_\_  
**Student Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Witness (Staff) - Print Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Witness (Staff) - Signature**