

**AGREEMENT BETWEEN BROWARD COUNTY AND \_\_\_\_\_**

**FOR VOCATIONAL TRAINING PROGRAM EXTERNSHIP**

This Agreement (“Agreement”) is between Broward County, a political subdivision of the State of Florida (“County”), and \_\_\_\_\_, a \_\_\_\_\_ (“Contractor”) (each a “Party” and collectively referred to as the “Parties”).

**RECITALS**

- A. [Insert details about Contractor’s vocational program.]
- B. For the training component of the Program, Contractor seeks partnerships that will allow Participants to gain practical job training for which Participants will be compensated by Contractor.
- C. County operates an animal shelter (“Shelter”) and provides opportunities for Participants to gain practical experience in the field of animal care.
- D. Contractor and County desire to develop and maintain an externship program for their mutual benefit and enter into this Agreement to specify the obligations and responsibilities of each Party.

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, or 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. **Code** means the Broward County Code of Ordinances.
- 1.4. **Contract Administrator** means the Director of the Animal Care Division or such other person designated by the Director of the Animal Care Division in writing.
- 1.5. **Job Coach** means an employee of Contractor who will work with Participants at the Worksite performing various tasks to assist Participants and Worksite employees to have a successful experience.

1.6. **Program** means Contractor's year-round vocational program that offers youth development and employment experience to prepare youth with disabilities for post-secondary education, training, and employment opportunities, and includes an externship component.

1.7. **Participant** means an individual ages \_\_\_\_\_ and identified by Contractor as eligible to participate in the Program.

1.8. **Worksite** means County's Animal Care Shelter located at 2400 SW 42nd Street, Fort Lauderdale, FL 33312, and any other physical location on County property where Participant will perform his/her work assignment.

## ARTICLE 2. EXHIBITS

### Exhibit A Minimum Insurance Coverages

## ARTICLE 3. PROGRAM DESCRIPTION; RESPONSIBILITIES OF PARTIES

3.1. Responsibilities of County. County will perform the following in connection with this Agreement:

3.1.1. Worksite. County shall provide a Worksite for Participants during agreed-upon days and hours and on other terms as stated in this Agreement.

3.1.2. Assignments. County will allow Participants to engage in certain tasks/activities associated with the operations at the Worksite to gain practical training for careers in animal care based on the training requirements of the Program as identified by Contractor.

3.1.3. County Representative. County will appoint a representative who will work with Contractor to facilitate mutually agreed-upon learning experiences for Participants.

3.1.4. Reporting. County shall inform Contractor of any accident or injury at the Worksite involving a Participant. If the initial notification is verbal, County shall subsequently provide written notification. County shall notify Contractor of any problem concerning a Participant's performance at the Worksite.

3.1.5. Training. County will provide training on Worksite policies and procedures to the Job Coach prior to the start of each externship period and at the commencement of each Extension Term, if exercised. Contractor and County will coordinate mutually agreed-upon dates for training.

3.2. Responsibilities of Contractor. Contractor will perform the following in connection with this Agreement:

- 3.2.1. Participant Selection. Contractor shall identify Participants who can safely and productively benefit from vocational training by obtaining work experience at the Worksite.
- 3.2.2. Externship Agreement. Contractor shall require each Participant and his or her parent/guardian, if applicable, to sign the then-current version of County's Animal Care Externship Agreement prior to commencing any work at the Worksite.
- 3.2.3. Disclosures to Participants. Contractor shall advise all Participants in writing that participation in the externship may be canceled or terminated at any time, Participants should have no expectation of compensation from County, County will not pay any compensation to Participants participating in the externship, and participation in the externship does not guarantee or secure employment with County upon completion of the Program. Nothing in this paragraph shall be construed to preclude Contractor from compensating Participants for participation in the externship component of the Program.
- 3.2.4. Liaison. Contractor shall appoint a Program Coordinator ("PC") who will be responsible for coordinating the Program and act as Contractor's administrator of this Agreement. The PC shall meet with County as necessary regarding the Program and this Agreement.
- 3.2.5. Transportation. Contractor shall coordinate or provide transportation for Participants to and from the Worksite.
- 3.2.6. Name Tags. Contractor shall provide each Participant with a name tag.
- 3.2.7. Permission. Contractor shall verify that each Participant is at least 16 years old and obtain written permission from Participant's parent or guardian, if Participant is under the age of 18 or as otherwise required by law.
- 3.2.8. Applicable Regulations. Contractor shall instruct Participants, Job Coach, PC, and Contractor's staff, if any, participating in the Program to comply with all Applicable Laws, policies, procedures, rules, and regulations applicable to the Worksite and Program, including, but not limited to, submitting to a background check and other preliminary screening required by County prior to commencing any work at the Worksite (the "Applicable Regulations").
- 3.2.9. Dress code. Contractor shall ensure that Participants comply with the Animal Care Division's Dress and Appearance Standard Operating Procedure.
- 3.2.10. Records. Contractor shall maintain and be responsible for all records relative to Participants subject to Section 10.3, Public Records, of this Agreement.
- 3.2.11. Training. Contractor shall develop an individualized vocational training plan for each Participant based on Contractor's determination of the best training for each

Participant. Contractor shall provide training to the Participants that addresses Worksite safety, customer service, and Worksite policies and procedures. Contractor agrees to notify County about the training, including the assignments and schedules for Participants, how long will training last, and how progress will be measured.

3.3. Supervision. Contractor shall provide all appropriate supervision to Participants, including having Job Coach accompany Participants to the Worksite daily and remaining at the Worksite for so long as any Participants are on-site. The Job Coach must participate in any required County training prior to the start of the Program.

3.4. Wages. Contractor acknowledges and agrees that Participants and Job Coaches participating in the Program are solely employees of Contractor and are not employees or independent contractors of County and shall not be entitled to compensation from County for any tasks/activities performed at the Worksite or otherwise under this Agreement or as part of the Program. Nothing in this Agreement is intended to or does create an employee/employer or joint employer/employee relationship between County and Participant or Job Coach.

3.5. Hours. County's representative and Job Coach shall meet as needed to determine the number of hours each Participant will perform tasks/activities at the Worksite. Contractor shall ensure that Participants are not permitted to work at the Worksite in excess of \_\_\_\_\_ hours per day, more than \_\_\_\_\_ hours per week, or outside the hours of \_\_\_\_\_ on \_\_\_\_\_ through \_\_\_\_\_. County shall make all final decisions regarding the number of hours each Participant may perform tasks/activities at the Worksite.

3.6. Termination of Participant Shift or Externship Agreement. County may, at any time and without notice, terminate the Externship Agreement with a Participant and remove any Participant from the Worksite who fails to comply with the Applicable Regulations. County will subsequently notify Contractor in writing of such action and the reasons therefor.

#### **ARTICLE 4. TERM AND TIME OF PERFORMANCE**

4.1. Term. This Agreement shall be for one (1) year ("Initial Term") commencing on the date it is fully executed by the Parties ("Effective Date"), unless otherwise terminated or extended as provided in this Agreement. The Initial Term and Extension Term(s) as defined in this article are collectively referred to as the "Term."

4.2. Extensions. County may extend this Agreement for up to nine (9) additional one (1) year terms (each an "Extension Term") on the same terms and conditions stated in this Agreement by sending notice to Contractor at least thirty (30) days prior to the expiration of the then-current term. The Contract Administrator is authorized to exercise any Extension Term(s), and notice of same to Contractor only by electronic mail shall be effective and sufficient.

4.3. 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 for 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. Public Entity Crime Act. Contractor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Contractor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

5.3. 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.

5.4. 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 Contractor's ability to conduct its business as presently conducted or as proposed or contemplated to be conducted.

5.5. Verification of Employment Eligibility. Contractor represents that it has registered with and uses 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.

5.6. Warranty of Performance. Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to operate the Program and that

each person and entity that will participate in the Program is duly qualified to perform their assigned tasks by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. Contractor represents and warrants that the Program will be operated in a skillful and respectful manner.

5.7. Prohibited Telecommunications Equipment. Contractor represents and certifies that Contractor does not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that Contractor shall not provide or use such covered telecommunications equipment, system, or services during the Term.

5.8. Breach of Representations. Contractor acknowledges that County is materially relying on the representations, warranties, and certifications of Contractor stated in this article, and County shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Contractor; and (c) debarment of Contractor.

#### **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 (including, but not limited to, Participants and any individual employed by Contractor) that is (a) 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; (b) arising from any claim by a Participant that they are an employee of County or otherwise entitled to compensation from County for any work performed while in the Program; or (c) any claims for personal or bodily injury by any Participant or employee of Contractor incurred while at the Worksite (collectively, a "Claim"). Contractor shall be obligated to perform the indemnification obligations in this article even if the Claim arises from, in whole or in part, the negligent act or omission of an Indemnified Party. County's agreement to allow Participants to perform their externship at the Worksite is acknowledged by Contractor as adequate consideration for Contractor's obligation to indemnify the Indemnified Parties for Claims arising from or relating to the negligent acts or omissions of an Indemnified Party.

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.

## ARTICLE 7. INSURANCE

7.1. Throughout the Term, Contractor shall, at its sole expense, maintain the minimum insurance coverages stated in Exhibit A in accordance with the terms and conditions of this article. Contractor shall maintain insurance coverage against: (a) claims relating to any act or omission by Contractor, its agents, representatives, or employees in connection with this Agreement; and (b) Claims for which Contractor is required to indemnify County and other Indemnified Parties. 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 A 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 the Program, 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 by 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 A, 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 A and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of the Program. 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. Contractor agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Contractor agrees to 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 agrees to 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 charge Contractor for such costs.

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 A; 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 A.

#### **ARTICLE 8. TERMINATION**

8.1. Termination. This Agreement may be terminated by either Party for any reason with at least thirty (30) days advance written notice to the other Party. In addition, 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, or if Contractor materially breaches any provision of this Agreement.

8.2. If this Agreement is terminated, Contractor shall promptly notify Participants of such termination.

8.3. Notice of termination of this Agreement by County or Contractor 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. Termination of this Agreement by County does not impact any and all available contractual or other remedies available to County at law or in equity.

#### **ARTICLE 9. EQUAL EMPLOYMENT OPPORTUNITY**

9.1. Contractor shall not 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 connection with the Program or the performance of this Agreement.



9.2. By January 1 of each year, Contractor must submit an Ownership Disclosure Form (or such other form or information designated by County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

#### **ARTICLE 10. MISCELLANEOUS**

10.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Contractor 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 County's or Contractor's obligations under this Agreement except as expressly set forth 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 the Code or the 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 Participants in connection with the externship component of the Program, 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.

10.3. Public Records. Notwithstanding anything else 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 related to the Program;

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 of the Term 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 to perform the services. 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, 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 affidavit 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) 359-1313 Ext. 9869, ACAD\_PRR@BROWARD.ORG, 2400 SW 42ND STREET, FORT LAUDERDALE, FLORIDA 33312.**

10.4. Participant Education Records. The Parties acknowledge that many Participant education records are protected by the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. §§ 1232(g), 1232(h), and 1232(i), and by federal regulations issued pursuant to such act, and that generally written Participant consent must be obtained before releasing personally identifiable Participant education records to anyone other than Contractor. Contractor agrees to provide

guidance to County with respect to complying with the provisions of FERPA and similar federal or state law. County agrees to treat all Participant education records that are specifically identified as such by the Parties as confidential and not to disclose such Participant education records except to Contractor and County officials who need the information to fulfill their professional responsibilities, or as required or permitted by law. The Parties acknowledge the mention or reference to a Participant participating in the Program in a record or report generated and/or maintained by Broward County in the normal course and scope of its operations, and not created or maintained by Contractor, is not considered a "Participant education record" for purposes of this Agreement.

10.5. Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Contractor that are related to this Agreement. 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.

10.6. No Relationship Between the Parties. Nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. 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.

10.7. 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.

10.8. 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.

10.9. Third-Party Beneficiaries. Neither Contractor nor 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.

10.10. Notice. 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 Animal Care Division  
Attn: Director  
2400 S.W. 42nd Street  
Fort Lauderdale, Florida 33312  
Email address: dougbrightwell@broward.org

FOR CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email address: \_\_\_\_\_

10.11. Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by either Party without the prior consent of the other Party. 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.

10.12. 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.

10.13. 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.

10.14. Compliance with Laws. Contractor 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.

10.15. 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.

10.16. Rule of Construction. The Parties acknowledge that they have reviewed each provision of the Agreement and consulted with their attorney prior to signing the Agreement. This Agreement shall not be construed more strictly against either Party.

10.17. 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.

10.18. 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.

10.19. 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.**

10.20. 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.

10.21. 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.

10.22. Payable Interest

10.22.1. 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.

10.22.2. 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).

10.23. 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.

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

10.25. 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.

10.26. Polystyrene Food Service Articles. Contractor shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

[Reminder of page 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 the \_\_\_\_\_, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and Contractor, signing by and through \_\_\_\_\_ duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through its \_\_\_\_\_

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

\_\_\_\_ 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: \_\_\_\_\_  
De'Anne A. Jackson (Date)  
Assistant County Attorney

DAJ/cv  
Vocational Externship Program  
05/20/2024  
#1107118.2



**AGREEMENT BETWEEN BROWARD COUNTY \_\_\_\_\_  
FOR VOCATIONAL TRAINING PROGRAM EXTERNSHIP**

**CONTRACTOR**

**Contractor**

By: \_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

## Exhibit A Minimum Insurance Requirements

Project: Vocational Training Program Externship  
Agency: Animal Care Division

TYPE OF INSURANCE	ADDL INSR	SUBR WVR	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <b>Per Occurrence or Claims-Made:</b> <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <b>Gen'l Aggregate Limit Applies per:</b> <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	<b>\$1,000,000</b>	<b>\$2,000,000</b>
			Personal Injury		
			Products & Completed Operations		
<b>AUTO LIABILITY</b> <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	<b>\$500,000</b>	
<input type="checkbox"/> <b>EXCESS LIABILITY / UMBRELLA</b> <b>Per Occurrence or Claims-Made:</b> <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION</b> <i>Note: U.S. Longshoremen &amp; Harbor Workers' Act &amp; Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	<b>STATUTORY LIMITS</b>	
<input checked="" type="checkbox"/> <b>EMPLOYER'S LIABILITY</b>			Each Accident	<b>\$100,000</b>	
<input type="checkbox"/> <b>PROFESSIONAL LIABILITY (ERRORS &amp; OMISSIONS)</b> <b>Required for Veterinary Students</b>	N/A		Each Claim:		
			*Maximum Deductible:		
<input type="checkbox"/>	N/A		Each Claim:		
			*Maximum Deductible:		
<b>Description of Operations:</b> Broward County is additional insured for liability. Insured's insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Waiver of subrogation applies in favor of Broward County. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (2) years after completion of the contract of work.					

**CERTIFICATE HOLDER:**  
  
Broward County  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

 Digitally signed by  
 COLLEEN A. POUNALL  
 Date: 2024.05.13  
 15:57:48 -04'00'  
 \_\_\_\_\_  
 Risk Management Division