AFFILIATION AGREEMENT BETWEEN BROWARD COUNTY AND UNIVERSITY FOR STUDENT INTERNS

This Affiliation Agreement Between Broward County and University for Student Interns ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("Broward County"), and _____ University, a Florida _____ ("University") (University and Broward County collectively referred to as the "Parties").

RECITALS

A. University sponsors undergraduate, graduate, and post graduate programs. University, in its educational program for the development of _____, also has responsibility for the training of students who require experience in _____ programs.

B. Broward County Human Services Department ("Department") has opportunities for such experience.

C. University and Broward County desire to develop and maintain cooperative programs for their mutual benefit to enhance and advance the goals and objectives 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. Statement of Agreement

1.1. Broward County desires to serve as a site for training of students enrolled in University's _____ programs ("Students") and will accept Students for internships, professional development, and practical education and training ("Program") in accordance with the terms of this Agreement.

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

Article 2. Responsibilities of University

2.1 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.

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

2.3 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 the following, if required by Broward County: a physical

examination, provision of immunization records, background checks, and other preliminary screening.

2.4 Student participating 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 Broward County upon completion of the Program. University recognizes that certain Students may be eligible, at the sole discretion of Broward County, for stipends not to exceed $500 to defray travel expenses and other student intern related expenses. Such stipends are not for work performed. University agrees that its Program permits such stipends.

2.5 University shall assign any and all required grades for Students who participate in the Program.

2.6 University shall be responsible 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. Broward County shall maintain responsibility for all services provided 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 times.

3.4 The Broward County staff who serve as teaching faculty shall provide direct instruction and supervision of Students participating in the Program, 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 from the Program any Student who does not follow the applicable laws, policies, procedures, rules, regulations, or requirements. Further, in such event Broward County may immediately, without prior written or verbal notice to University, require that the Student leave Broward County's premises, and Broward County will subsequently notify University in writing of such action and the reasons therefor.

3.7 Broward County shall inform Students participating in the Program of any requirements for background screening, drug testing, health screenings, or other requirements. Broward County will either assist Students in obtaining these requirements or inform Students where any required screenings or testing may be obtained, and will monitor Students' compliance with such requirements.

3.8 Each Student must execute the Release and Waiver of Liability (in the form attached hereto as Exhibit A) prior to participating in the Program. 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 for participation 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 Students in applying for any such available credit.

Article 4. Public Records; Student Education Records

The Parties stipulate that Broward County is subject to the public records requirements of Chapter 119, Florida Statutes. Compliance, or attempt(s) to comply, with the Florida public records obligations shall not be a violation of this Agreement.

The Parties acknowledge that many student education records are protected by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §§ 1232(g), 1232(h), and 1232(i), by federal regulations issued pursuant to such act, and by state law including Section 1002.22, Florida Statutes, and that generally written student consent must be obtained before releasing personally identifiable student education records to anyone other than University. University agrees to provide guidance to Broward County with respect to complying with the provisions of FERPA and similar federal or state law. Broward County agrees to treat all student education records that are specifically identified as such by the Parties as confidential and not to disclose such student education records except to University and the Broward County officials who need the information to fulfill their professional responsibilities, or as required or permitted by law. The Parties acknowledge that mention or reference to a Student 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 University, is not considered a "student education record" for purposes of this Agreement.

Article 5. Indemnification

[USE IF PRIVATE UNIVERSITY]
University shall indemnify, hold harmless, and defend Broward County and all of Broward 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 University or any intentional, reckless, or negligent act or omission of University, 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, University shall, upon written notice from Broward County, defend each Indemnified Party with 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.

[USE IF PUBLIC UNIVERSITY]
The Parties to this Agreement are governmental entities per the provisions of Section 768.28, Florida Statutes, and thus, each Party agrees to be liable for its own acts of negligence or omissions, subject to the limitations set forth in Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties in any matter relating to this Agreement. Nothing herein is intended to serve as a waiver of sovereign immunity of any rights or limits to liability under Section 768.28, Florida Statutes. This section shall survive the expiration or termination of this Agreement.

Article 6. Insurance

6.1. University Insurance.

6.1.1 Throughout the duration of this Agreement, University shall, at its own expense, maintain professional liability insurance 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.

6.1.2 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.

6.1.3 Within seven (7) days after the execution of this Agreement and upon request by Broward County, University shall provide to Broward 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.

6.1.4 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 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, and at least ten (10) days prior to the effective date of cancellation if due to nonpayment, and shall concurrently provide Broward County with updated Certificates of Insurance or other documentation evidencing continuation of the required coverages.

6.1.5 For insurance policies maintained by University for coverages required in this Agreement, 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 626.915 or 626.918 approved by Broward County, unless otherwise accepted by Broward County.

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

6.1.7 If University maintains broader coverage or higher limits than the minimum insurance required, Broward 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 Broward County insurance, self-insurance, or otherwise. University shall be solely responsible for the payment of any deductible or self-insured retention.

6.2. Student Insurance. Each Student while participating in the Program at Broward County is required to obtain and maintain professional liability insurance coverage, at the Student's own expense, in the amounts of not less than $1,000,000 per occurrence or claim and $3,000,000 in the aggregate. Each Student must provide proof of such insurance to University and Broward County prior to starting in the Program.

6.3. 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.

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

Article 7. Term and Termination

7.1 Term. This Agreement shall begin on the date it is executed by the last of the Parties to execute this Agreement, and shall continue for a period of five (5) years from that date, unless earlier terminated in accordance with the terms of this Agreement.

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

7.2.1 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, unless otherwise agreed by the Parties;

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

7.2.3 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

7.2.4 By the Broward County Administrator, by written notice or by oral notice subsequently confirmed in writing, if the Broward County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

Article 8. 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 9. Miscellaneous

9.1 Independent Contractor. University and Broward County are independent contractors with respect to this Agreement. Nothing in this Agreement shall constitute or create a partnership, joint venture, or other relationship, express or implied, including without limitation an employer-employee or principal-agent relationship 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.

9.2 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 Broward County nor shall anything included herein be construed as consent by Broward County to be sued by third parties in any matter arising out of this Agreement. Broward County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees subject to the limitations set forth in Section 768.28, Florida Statutes.

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

9.4 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.

9.5 Amendments. 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 Broward County and University.

9.6 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.

9.7 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 email, 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 this section.

FOR BROWARD COUNTY:
Broward County Human Services
Attn: Jennifer Melgarejo
115 South Andrews Avenue, Room 318
Fort Lauderdale, Florida 33301
Email address: jmelgarejo@broward.org

FOR UNIVERSITY:
____ University
Attn: ____
_____

_____
Email Address:

9.8 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.

9.9 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. 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 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.

9.10 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, that Students are not 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.

9.11 Compliance with Laws. The Parties must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing their respective duties, responsibilities, and obligations pursuant to this Agreement, including, without limitation, the 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.

9.12 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.**

9.13 Representation of Authority. Each Party represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of the Parties, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement the Party has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to that Party. Each Party further represents and warrants that execution of this Agreement is within its legal powers, and each individual executing this Agreement on behalf of

that Party is duly authorized by all necessary and appropriate action to do so on behalf of said Party and does so with full legal authority.

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

9.14 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.

(The remainder of this page is intentionally 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 County Administrator, authorized to execute same as provided by Board of County Commissioner action on _____, 20____ and UNIVERSITY, signing by and through its _____, duly authorized to execute same.

BROWARD COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
County Administrator

____ 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_____
Attorney's Name (Date)
Senior/Assistant County Attorney

AFFILIATION AGREEMENT BETWEEN BROWARD COUNTY AND UNIVERSITY FOR STUDENT INTERNS

University

UNIVERSITY NAME

By: _____
Authorized Signor

_____
Print Name and Title

_____ day of _____, 20___

ATTEST/WITNESS:

_____
Corporate Secretary or other witness

Exhibit A

BROWARD COUNTY HUMAN SERVICES DEPARTMENT
RELEASE, WAIVER OF LIABILITY, AND ACKNOWLEDGMENT

Name of Student Intern: _____

College or University: _____ Semester _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (_____) _____ Emergency Contact: _____

Email: _____

ALL STUDENT INTERNS ARE REQUIRED TO READ, AGREE TO, AND SIGN THIS RELEASE AND 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 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 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 intern at Broward County. I agree that I am participating as a student intern at Broward County without any expectation, promise, or receipt of compensation from Broward County. I understand that I may be eligible, depending on availability and funding, to receive a stipend, not to exceed $500, to defray travel expenses and other student intern related expenses. I agree that receipt of a stipend is not for work performed. I further agree that I am responsible for all local, state, and federal tax reporting/requirements associated with the stipend. I recognize that participation as a student intern complements the work of Broward County employees and provides significant educational benefits to myself. My participation as a student intern does not guarantee or secure employment with Broward County upon completion of my 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) - Print Name Date

_____

Witness (Broward County Staff) - Signature