

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: November 21, 2006

(X) Consent

() Regular

() Workshop

() Public Hearing

Department

Submitted By: Environmental Resources Management

Submitted For: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) adopt a resolution approving a revised standard form Internship Agreement to allow the Department of Environmental Resources Management (ERM) to enter an internship program with college-level students to conduct research relative to County-owned natural areas or other environmental projects constructed by the County on public lands; and,

B) authorize the County Administrator or his designee to execute all future Intern Agreements, time extensions, task assignments, certifications and other forms associated with the Agreement, and necessary minor amendments that do not change the terms and conditions of the Agreement.

Summary: On March 1, 2005, the Board of County Commissioners approved a standard form Internship Agreement allowing ERM to enter partnerships with local universities and their students for the purpose of research and monitoring on County Natural Areas or other public lands owned and/or managed by ERM. The original Internship Agreement has been modified to more specifically spell out the County's, the universities' and the students' responsibilities. In addition, Exhibit A (Agreement for Voluntary Assumption of Risk Between Palm Beach County and Student Intern) has been added. With the exception of minimal input by ERM staff, there will be no fiscal impact from this project. Countywide (SF).

Background and Justification: Since 1990, the County has acquired more than 28,000 acres of environmentally sensitive land using \$250 million in bond funds approved by County taxpayers. The ordinance governing the use of these lands provides for, in part, that natural areas in the system shall be available to the public for scientific research. In addition, ERM has constructed multiple estuarine and freshwater environmental restoration and enhancement projects on public lands not owned by the County. These projects provide a unique opportunity for college-level students to assist ERM in evaluating the success of these projects, through the Internship Agreement process, thereby helping students achieve academic success and providing the County with information to better manage its natural resources.

Attachment:

- ## 1. Resolution

Recommended by:

Department Director

Date _____

Approved by:

County Administrator

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
 NET FISCAL IMPACT	_____	_____	_____	_____	_____

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No _____

Budget Account No.: Fund _____ Department _____ Unit _____ Object _____
Program _____

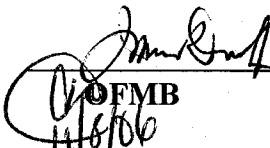
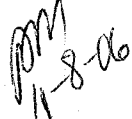
B. Recommended Sources of Funds/Summary of Fiscal Impact

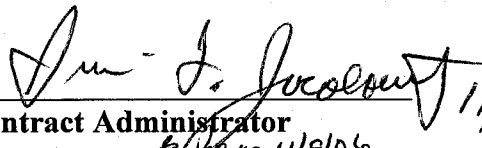
There is no fiscal impact associated with this item.

C. Department Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and /or Contract Administrator Comments:

 11-8-06
 OFMB
 11/8/06
 B. Legal Sufficiency:  11-8-06

 11/9/06
 Contract Administrator
 11/9/06


 Assistant County Attorney

C. Other Department Review:

Department Director

RESOLUTION NO. R-2006-_____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA; APPROVING A STANDARD FORM INTERNSHIP AGREEMENT; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS DESIGNEE TO EXECUTE THE STANDARD FORM INTERNSHIP AGREEMENT ON BEHALF OF THE BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County (the "County"), by and through its Department of Environmental Resource Management (the "Department") performs numerous environmental functions throughout the county that can be aided through the assistance of qualified student interns; and

WHEREAS, the Department wishes to utilize qualified student interns to work with the Department and, to that end, wishes to standardize a form Internship Agreement to be used for all future student internships; and

WHEREAS, the delegation to the County Administrator or his designee of the authority to execute the standard form Internship Agreement and all non-material changes to the Agreement will eliminate delays caused by requiring such items to be brought before the Board of County Commissioners for approval and is therefore consistent with the goal of the Board of County Commissioners to streamline the agenda process; and

WHEREAS, the Board of County Commissioners desires to authorize the County Administrator or his designee to execute the aforementioned standard form Internship Agreement on behalf of the Board of County Commissioners.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

1. The foregoing recitals are true and correct and are incorporated herein.
2. The Board of County Commissioners hereby: approves the standard form Internship Agreement, attached hereto and incorporated herein as attachment "A"; and Authorizes the County Administrator or his designee to execute, on behalf of the Board of County Commissioners, the Internship Agreement Form, along with all non-material changes thereto. For the purpose of this Resolution, "non-material changes" mean changes that do not modify the substantive terms and conditions of the standard form Internship Agreement or that do not change the County's obligations under the Internship Agreement.

39 3. It is the intention of the Board of County Commissioners that this delegation
40 of signature authority is strictly limited to the parameters set forth herein. In the event there
41 is any deviation from the approved standard terms and conditions of the Internship
42 Agreement, which would constitute discretion of the County Administrator or his designee
43 relative thereto, then the approval of the Board of County Commissioners shall be required.
44 The County Administrator's designee hereunder shall include the Director of the Department
45 of Environmental Resource Management.

46 4. If any section, sentence, clause, phrase, or word of this Resolution is held
47 invalid or unconstitutional by a Court of competent jurisdiction, then said holding shall in no
48 way affect the validity of the remaining portions of this Resolution.

49 5. This Resolution shall become effective immediately upon adoption.

50
51 The foregoing Resolution was offered by Commissioner _____,
52 who moved its adoption. The motion was seconded by Commissioner _____, and
53 upon being put to a vote, the vote was as follows:

54
55 COMMISSIONER ADDIE L. GREENE, CHAIRPERSON _____
56
57 COMMISSIONER JEFF KOONS, VICE CHAIR _____
58
59 COMMISSIONER BURT AARONSON _____
60
61 COMMISSIONER KAREN T. MARCUS _____
62
63 COMMISSIONER MARY MCCARTY _____
64
65 COMMISSIONER WARREN H. NEWELL _____
66
67 COMMISSIONER DISTRICT 6 _____
68

69 Then the Chairperson thereupon declared the resolution duly passed and adopted this
70 ____ day of _____, 2006.

71
72 **PALM BEACH COUNTY, FLORIDA, BY ITS**
73 **BOARD OF COUNTY COMMISSIONERS**
74 Sharon R. Bock, Clerk & Comptroller, Palm Beach County

75
76 By: _____
77 Deputy Clerk

78
79 **APPROVED AS TO FORM AND**
80 **LEGAL SUFFICIENCY**

81
82 By: _____
83 County Attorney

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ATTACHMENT "A"
INTERNSHIP AGREEMENT FORM

Palm Beach County Department of Environmental Management
Internship Agreement

THIS AGREEMENT is entered into this _____ day of _____ 20____ by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as the "County", and _____, hereinafter referred to as "Educational Institution", located at _____, and _____, hereinafter "Student Intern", collectively referring to hereinafter as the "Parties", for the purpose of providing an internship to eligible students seeking experience in their field of study.

WHEREAS, the County, the Educational Institution, and the Student Intern desire that the qualified student have the opportunity to engage in work in his/her particular field of study by participating in an Internship Program with the Palm Beach County Department of Environmental Resource Management.

NOW THEREFORE, the Parties hereby agree as follows:

1. General Considerations:

- 1.1 The Internship Program is a cooperative effort between the County and the Educational Institution.
- 1.2 This Agreement is for a period of time to commence on _____ and to terminate on _____.

2. The Student Intern Agrees to:

- 2.1 Comply with the County's policies and procedures.
- 2.2 Comply with the Educational Institution's honor code.
- 2.3 Maintain personal health insurance or student health insurance.
- 2.4 Execute a separate Voluntary Assumption of Risk and Release of Liability Agreement with the County. (Agreement attached as **Exhibit "A"**).
- 2.5 Refrain from operating any County vehicle at any time. If Student Intern operates his/her personal vehicle while on County business, he/she shall provide the County with proof of valid current auto liability insurance coverage.
- 2.6 Perform the tasks and activities identified by the County in the Scope of Work, which shall be provided by the County upon execution of this Agreement.

3. The County Agrees to:

- 3.1 To participate in an Internship Program with the Educational Institution and with the eligible Student Intern who is referred by the Educational Institution and approved by the County.
- 3.2 To return to the Educational Institution an evaluation of Student Intern's performance on forms provided by the Educational Institution at the end of each semester.
- 3.3 Designate an individual who will serve as the liaison with the Educational Institution and the Student Intern.
- 3.4 Provide the Student Intern the opportunity to perform tasks to allow the Student Intern to acquire new skills and hands-on experience.
- 3.5 Supervise the work performed by the Student Intern and provide mentorship and guidance.

4. The Educational Institution Agrees to:

- 4.1 Designate a student internship coordinator who will serve as the liaison with the County. 5

ATTACHMENT "A"
INTERNSHIP AGREEMENT FORM

- 4.2 If a Private University, the Educational Institution agrees to provide the County with proof of general liability coverage in the amount of \$500,000, listing the Palm Beach County Board of County Commissioners as an additional insured.
- 4.3 If a Public University, The Educational Institution agrees to provide the County with proof of insurance/self-insurance up to the sovereign immunity limits of \$100,000 per person and \$200,000 per occurrence.

5. **Termination.** The County may terminate its participation in the Internship Program with or without cause upon thirty (30) days written notice to the Educational Institution and the Student Intern.

6. **Indemnification.** Without waiver of limitation as provided for in Section 768.28, Florida Statute, as may be amended from time to time, and to the extent permitted by law, the County agrees to indemnify and hold harmless Educational Institution from any claims, losses, demands or cause of action of whatsoever kind or nature that Educational Institution, its agents or employees, may or could sustain as a result of the County's acts or omissions arising during the performance of the Internship Agreement. Without waiver of limitation provided for in Section 768.28, Florida Statute, as may be amended from time to time, and to the extent permitted by law, Educational Institution agrees to indemnify and hold harmless the County from any claims, losses, demands or cause of action of whatsoever kind or nature that the County, its agents or employees may or could sustain as a result of Educational Institution or the Student Intern's acts or omissions arising during the performance of the Internship Agreement.

The foregoing indemnifications shall survive termination of this Internship Agreement.

7. **Program Liaisons:**

Richard E. Walesky
Palm Beach County/Department of Environmental Resources Management
2300 No. Jog Rd., 4th Floor
West Palm Beach, FL 33411-2743
Phone: (561) 233-2400 Fax: (561) 233-2414

Program Liaison
Educational Institution

Phone: (561) Fax: (561)

8. **Severability.** In the event that any section, paragraph, sentence, clause, or provision of this Agreement is held by a court of competent jurisdiction to be invalid or is otherwise unenforceable, such provision shall be deemed null and void and shall be severable but shall not invalidate any other provision of this Agreement.

9. **Amendments.** This Agreement may only be amended by written Agreement executed by the Parties hereto with the same formality used to execute this Agreement. Notwithstanding the foregoing:

- 9.1 The Parties may change its designated Program Liaison, address, or telephone/fax number by providing written notice of such change to the other Parties. Such change shall be effective upon receipt of notice; and
- 9.2 The County may in its discretion amend the Scope of Work, which identifies the tasks the Student Intern is to perform, without formal amendment to this Agreement provided that the County's obligations therein remain unchanged. Any such amendment to the Scope of Work shall be provided to the Student Intern in writing and shall be effective upon receipt.
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ATTACHMENT "A"
INTERNSHIP AGREEMENT FORM

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

11. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement.

Palm Beach County/Department of
Environmental Resources Management

Educational Institution
Designee

By: _____
Signature Date

By: _____
Signature Date

Richard E. Walesky
Type Name

Type Name

Director, Environmental Resources Management
Title

Title

Student Intern (signature)

Student Intern (Print)

Approved as to Form and Legal Sufficiency

By: _____
Assistant County Attorney

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AGREEMENT FOR VOLUNTARY ASSUMPTION OF RISK

AND RELEASE OF LIABILITY

BETWEEN PALM BEACH COUNTY

AND STUDENT INTERN

Caution: This is a release of legal rights. Before signing this Agreement, please read it, understand it, and if desired, have it reviewed by a lawyer.

Palm Beach County is a political subdivision of the State of Florida, hereinafter the "County". References to the County include the officers, employees, agents, and assigns of Palm Beach County.

I _____, Student Intern, freely choose to participate in the Student Internship Program offered by the Palm Beach County Department of Environmental Resource Management (henceforth referred to as the Internship Program).

In consideration of my voluntary participation in this Internship Program, I agree as follows:

Risk of Program Activities: I understand that my participation in the Internship Program specified above involves risks of physical harm or injury inherent in working with the Environmental Resource Management Department including, but not limited to, working with people, participating in _____ and _____, other work-related activities, and in transportation to and from work sites.

Institutional Arrangements: I understand that the County is not an agent of, and has no responsibility for, any third party that I may provide any program services to. I understand that the County provides guidance and facilitates my Internship Program activities only as a convenience to me and that accordingly, the County accepts no responsibility, in whole or in part, for loss, damage or injury to persons or property whatsoever, caused to me or others while participating in the Internship Program. I further understand that the County is not responsible for matters that are beyond its control.

Independent Activity: I understand that the County is not responsible for any loss or damage I may suffer when I am doing Internship Program activities and that the County cannot and does not guarantee my personal safety. In addition, I specifically acknowledge that in performing Internship Program activities, I am doing so independently in the status of volunteer, and not as an employee of the County. I further waive any and all claims that may arise from such Internship Program activities and hold the County blameless from any of my negligent acts.

I agree that I am solely responsible for my own equipment, supplies, personal property, and effects during the course of Internship Program activities.

In addition, I agree that if I drive or provide my own motor vehicle for transportation to, during, or from the Internship Program site, I am responsible for my own acts and for the safety and security of my own vehicle. I accept full responsibility for the liability of myself and my passengers, and I understand that if I am a passenger in such a private vehicle, the County is not in any way responsible for the safety of such transportation and that the County's insurance does not cover any damage or injury suffered in the course of traveling in such a vehicle.

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Health and Safety: I have been advised to consult with a medical doctor with regard to my personal medical needs. I state that there are no health-related reasons or problems that preclude or restrict my participation in this Internship Program. I have obtained the required immunizations, if any.

I recognize that the County is not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility therefore. Further, I understand that I am responsible for submitting any medical receipts to my insurance carrier. The County may (but is not obligated to) take any action it considers to be warranted under the circumstances regarding my health and safety. I agree to pay all expenses relating thereto and release the County from any liability for any actions.

Participating in any activity is an acceptance of some risk or injury. I agree that my safety is primarily dependent upon taking care of myself. I understand that it is my responsibility to know what personal equipment is required (such as footwear, clothing, and other protective equipment), to provide the proper personal equipment for my participation in the Internship Program, and to ensure that it is in good and suitable condition. I agree to ask questions to make sure that I know how to safely participate in the Internship Program activities, and I agree to observe the rules and practices that may be employed to minimize the risk of injury while participating in the Internship Program activities. I agree to reduce the risk of injury to myself or others by limiting my participation to reflect my personal fitness level, wearing the proper protection as dictated by the activity, not wearing anything that would pose a hazard in the performance of the activity, and not ingesting or using any substance during the activity which could pose a hazard to myself or others. I agree that if I fail to act in accordance with this agreement that I may not be permitted to continue to participate in the activity. I understand that I may refuse to perform any activity or task requested as part of the Internship Program if I feel that such task poses a risk to my health or safety in any way.

Assumption of Risk and Release of Liability: Despite precautions, accidents and injuries can and will occur. I understand that participation in some of the Internship Program activities may be potentially dangerous, and that I may be injured or lose or damage personal property as a result of participation in the Internship Program. Therefore, I assume all risks related to the Internship Program activities. Knowing the risks described above, and in voluntary consideration of being permitted to participate in the Internship Program, I agree to release, indemnify, and defend the County and its officials, officers, employees, and agents from and against any claim that I, the Student Intern, my parents or legal guardian or any other person may have for any losses, damages or injuries arising out of or in connection with my participation in this Internship Program.

Signature: I indicate by my signature below that I have read the terms and conditions of participation and agree to abide by them. I have carefully read this Agreement and acknowledge that I understand it. No representation, statements, or inducements, oral or written, apart from the foregoing written statement, have been made. This Agreement shall be governed by the laws of the State of Florida. If any portion of this Agreement is held invalid, the rest of the document shall continue in full force and effect.

Signature of Student Intern _____ Date _____

Signature of Parent or Legal Guardian _____
(if student is a minor)

Date _____

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