

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 6, 2025	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing

Department: Office of Community Revitalization
Submitted By: Office of Community Revitalization
Submitted For: Office of Community Revitalization
=====

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) **approve** an Agreement with Florida Atlantic University (FAU) to collaborate as partners for the provision of school-related health services at the Back to School PBC! Event, with no financial obligation; and
- B) **delegate authority** to the County Administrator, or her designee, to execute future agreements and/or amendments related to the provision of school-related health services by FAU for the Back to School PBC! Event on behalf of the Board of County Commissioners (BCC), after approval of legal sufficiency by the County Attorney's Office, and within budgeted allocations, that do not substantially change the scope of work, terms, or conditions of the agreement. Countywide (RS)

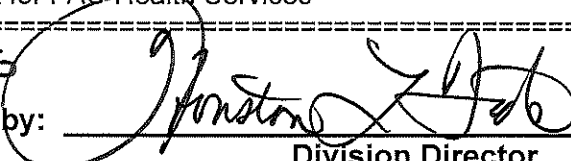

Summary: This Agreement formalizes the partnership between FAU and the Palm Beach County to provide school-related health services at the Event on July 26, 2025, at the Palm Beach County Convention Center. FAU will provide immunizations, mental health screenings, educational materials, and referral services, and the County will offer logistical support, equipment, volunteers, signage, and refreshments to participating FAU staff. The Agreement outlines the responsibilities of both parties. The Agreement contains a non-standard language inter-governmental liability provision, which has been approved by Risk Management and the County Attorney's Office and is consistent with previously approved language with FAU. The BCC is requested to approve the authorization for the County Administrator, or her designee, to sign future agreements with FAU related to this event. There are no costs associated with this Agreement. Countywide (RS)

Background and Justification: The Event is an annual initiative organized by the County's Office of Community Revitalization (OCR) in partnership with various agencies and organizations. The Event provides students with essential school supplies, health services, and access to community resources, helping ensure a successful start to the academic year. It has grown over the years, reaching over 10,000 students annually, and serves as a critical resource for families in Palm Beach County, promoting academic success and self-sufficiency through access to various community services. FAU has expressed a desire to contribute to this impactful initiative by offering school-related health services during the Event. Specifically, FAU will provide required vaccines and boosters for children aged 5 to 17, mental health screenings and crisis assessments by licensed professionals, and educational resources promoting FAU's Community Health Center services. Additionally, FAU will offer referral services to students in need of psychiatric care or medication management.

The proposed agreement will formalize the cooperative arrangement between FAU and the County for the provision of these health services at the Event, scheduled for July 26, 2025, at the Convention Center. The agreement outlines the respective roles and responsibilities of both parties. FAU will be responsible for submitting the Vendor Registration Form, providing sufficient staff for the event, offering immunizations, mental health screenings, educational materials, and referral services, and ensuring the privacy of student health records. FAU will also set up and maintain its service area, ensure timely service delivery, remain on-site until the event concludes, and provide a final report summarizing the services provided. The County, through OCR, will provide logistical support, including necessary equipment, securing volunteers, ensuring clear signage and navigators for directing attendees to FAU's service area, and providing food and refreshments for FAU staff during the event. The requested authorization will enable the County Administrator, or her designee, to sign future agreements with FAU to further solidify this partnership. No costs are associated with this agreement.

Attachment:

1. Agreement for FAU Health Services
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RM 4/3/2025		4/7/2025
Recommended by: _____		
Division Director		
Approved By: _____		4/15/25
Deputy County Administrator		

II. FISCAL IMPACT ANALYSIS

A. Five-Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	✖ -0-	-0-	-0-	-0-	-0-
#ADDITIONAL FTE	-0-	-0-	-0-	-0-	-0-
POSITIONS (CUMULATIVE)	-0-	-0-	-0-	-0-	-0-

Is the Item Included in the Current Budget?

Yes No

Does this item include the use of federal funds?

Yes No

Is this item using State Funds?

Yes No

Budget Account No:


<u>Fund</u>	<u>Dept.</u>	<u>Unit</u>	<u>Object</u>
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* **B. Recommended Sources of Funds/Summary of Fiscal Impact:** This item has no fiscal impact.

C. Department Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:


 4/18/2025
 OFMB
 418

Brenda Brackley 4/9/25
Contract Development and Control
26 4.9.25

B. Legal Sufficiency:

 4/10/25
Assistant County Attorney

C. Other Department Review:

Department Division Director

**AGREEMENT BY AND BETWEEN FLORIDA ATLANTIC UNIVERSITY AND
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS**

This Agreement ("Agreement") executed this 6th day of May, 2025, between Florida Atlantic University Board of Trustees ("FAU"), a public body corporate of the State of Florida, and Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida by and through its Board of County Commissioners ("County"), collectively referred to as the "Parties." This Agreement is intended to organize the responsibilities for providing school-related health services at "Back to School PBC!" ("Event"), including immunizations with access to Florida Shot Records and educational information.

WHEREAS, the County, through its Office of Community Revitalization ("OCR") implements in partnership with various agencies and organizations the annual "Back to School PBC!" event to provide students with school supplies, health services, and access to community resources to ensure a successful start to the academic year; and

WHEREAS, the event will be held on Saturday, July 26, 2025, across multiple locations in Palm Beach County, with FAU providing services at the Convention Center's location; and

WHEREAS, FAU desires to offer school-related health services to the students and families attending the Event, including immunizations with access to Florida Shot Records and providing educational information about their health services.

NOW, THEREFORE, in recognition of the mutual benefit to partner in the provision of health related services at the Event, the Parties agree to hereby commit to perform the following duties:

ARTICLE I – COUNTY'S RESPONSIBILITIES. COUNTY will perform the following services in support of this Agreement:

1. Designate an OCR staff liaison to coordinate with FAU staff for FAU's participation at the Event.
2. Assign an OCR point of contact to assist FAU with completion of vendor/service provider registration form and identify FAU needs at the site.
3. Provide FAU with clear instructions for event setup and service delivery logistics
4. Provide a table, two chairs, and four private cubicles for immunizations and consultations.
5. Secure volunteers to assist with setup, event operations, and post-event activities.
6. Obtain and post necessary signage, and direct navigators to guide students and families to FAU's designated service area.
7. Ensure the availability of food and refreshments for FAU staff.
8. The contact information for this entity is as follows:

Ruth C. Moguillansky, OCR Principal Planner
Palm Beach County Office of Community Revitalization
2300 N Jog Rd., Suite 2E-48
West Palm Beach, FL 33415
Phone: (561) 233-5376

ARTICLE II – FAU'S Responsibilities. FAU will perform the following services in support of this Agreement:

1. Complete and submit the Vendor Registration Form by May 2, 2025, detailing number of staff attending, documents, and promotional giveaways to be distributed at the event.
2. Provide sufficient staff to serve attendees. The number of staff required shall be communicated to OCR before the Event.

3. Provide the following services at the Convention Center location:
 - Immunizations: Offer required vaccines and boosters for school attendance for attendees ages 5–17, with access to Florida Shot Records.
 - Mental Health Screenings: Licensed Clinical Social Worker and Psychiatric Advanced Practice Registered Nurse will provide on-site mental health screenings along with crisis assessments for attendees ages 5–17.
 - Educational Materials: Provide information about FAU's Community Health Center services and distribute pamphlets, flyers, and/or other educational materials to promote available health services.
 - Referral Services: Provide students with referrals to FAU's psychiatric providers if needed for potential medication management following in-person mental health or social work assessments at FAU's Community Health Center.
4. Arrive on Friday, July 25, 2025, at the designated time for event setup. FAU staff is responsible for setting up its service area for immunizations and informational services. All required forms, equipment, and supplies need to be available for service delivery on the event day. FAU shall commence the setup for the event on July 25, 2025, and will start immunization and informational services on July 26, 2025, completing all services by the end of that day.
5. Ensure prompt and timely services delivery throughout the event, from the event start to close, adhering to the event schedule.
6. Maintain the privacy and confidentiality of student health records and information.
7. Remain on-site until the event concludes and ensure removal of all items after the event concludes.
8. Provide a final report to County within 60 days, summarizing the number of students and families served by type of service provided.
9. The contact information for this entity is as follows:

Kaelonni Dorcius, LCSW
Social Work Coordinator/Licensed Clinical Social Worker
Christine E. Lynn College of Nursing
FAU/Northwest Community Health Alliance Community Health Centers
U.B. Kinsey & Westgate Community Health Centers
720 8th St., West Palm Beach, FL 33401
Phone: (561) 409-6988

ARTICLE III – TERM AND RENEWAL. This Agreement will commence on the date it is approved by the Board of County Commissioners and remain effective for a term of one (1) year from the date of execution. The services to be provided under this Agreement are specifically for the Event, which is scheduled for Saturday, July 26, 2025, at the Convention Center.

ARTICLE IV – GENERAL TERMS.

- I. **FINANCIAL OBLIGATIONS.** The Parties acknowledge that this Agreement is not intended to create financial obligations between the Parties. In the event that costs are incurred as a result of either or both of the Parties performing their duties or responsibilities under this Agreement, each Party agrees to be responsible for their own costs.
- II. **TERMINATION.** This Agreement may be terminated by FAU upon sixty (60) days' written notice to the County due to substantial failure by the County to perform in accordance with the terms of this Agreement through no fault of FAU. It may also be terminated, in whole or in part, by the County, with cause upon five (5) business days written notice to FAU or without cause upon ten (10) business days written notice to FAU.
- III. **PERSONNEL.** FAU represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with the County.

All of the services required to be performed by FAU under this Agreement shall be performed by FAU or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

FAU warrants that all services shall be performed by skilled and competent personnel to the highest professional standard in the field.

All of FAU's personnel (and all subcontractors), while on the County's premises, will comply with all County requirements governing conduct, safety, and security.

IV. RESPONSIBILITY AND LIABILITY. To the extent provided under Section 768.28 of the Florida Statutes, the University assumes any and all risks of personal injury and property damage, deprivation, or infringement (including, but not limited to, intellectual property) attributable to the negligent acts or omissions of the University and its officers, employees, servants, and agents while acting within the course and scope of their employment by the University. Nothing contained herein shall be construed or interpreted as (1) denying to the University any remedy or defense available to it under the laws of the State of Florida; (2) the consent of the University, its affiliates, the Florida Board of Governors, the State of Florida or their respective officers, employees, servants, agents, agencies, political subdivisions, or public bodies corporate to be sued; (3) a waiver of sovereign immunity by the University, its affiliates, the Florida Board of Governors, the State of Florida or their respective officers, employees, servants, agents, agencies, political subdivisions, or public bodies corporate beyond the waiver provided in Section 768.28, Florida Statutes; or (4) constituting a hold harmless or indemnification agreement by the University.

V. INSURANCE. Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, ("Statute"), FAU represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

FAU agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with chapter 440, Florida Statutes.

Should FAU contract with a third-party (Contractor) to perform any service related to this Agreement, FAU shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include FAU and the County as Additional Insureds. FAU shall also require that the Contractor include a Waiver of Subrogation against the County.
- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, FAU shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve FAU of its liability and obligations under this Agreement.

VI. SUCCESSORS AND ASSIGNS. The County and FAU each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor FAU shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

VII. LAW AND VENUE; REMEDIES; NO THIRD PARTY BENEFICIARIES. This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a

court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or FAU.

- VIII. CONFLICT OF INTEREST.** FAU represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in chapter 12, part III, Florida Statutes, and the Palm Beach County Code of Ethics, as may be amended. FAU further represents that no person having any such conflict of interest shall be employed for said performance of services.

FAU shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence FAU's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that FAU may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by FAU. The County agrees to notify FAU of its opinion by certified mail within thirty (30) days of receipt of notification by FAU. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by FAU, the County shall so state in the notification and FAU shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by FAU under the terms of this Agreement.

- IX. EXCUSABLE DELAYS.** The Parties shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Parties or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

- X. ARREARS.** FAU shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. FAU further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

- XI. DISCLOSURE AND OWNERSHIP OF DOCUMENTS.** All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

- XII. INDEPENDENT CONTRACTOR RELATIONSHIP.** FAU is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to FAU's sole direction, supervision, and control. FAU shall exercise control over the means and manner in which it and its employees perform the work, and in all respects FAU'S relationship and the relationship of its employees to the County shall be that of an Independent Contractor and not as employees or agents of the County.

FAU does not have the power or authority to bind the County in any promise, agreement or representation.

- XIII. ACCESS AND AUDITS; OFFICE OF THE INSPECTOR GENERAL.** Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended.

The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of FAU, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

- XIV. NON-DISCRIMINATION.** The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, FAU warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.
- XV. AUTHORITY TO PRACTICE.** FAU shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion.
- XVI. SEVERABILITY.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- XVII. MODIFICATIONS OF WORK.** Modifications to the provisions of this Agreement, shall only be valid by a formal written amendment to the Agreement.
- XVIII. NOTICE.** All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance.
If sent to the County, notices shall be addressed to:

Palm Beach County Office of Community Revitalization
Attn: Ruth Moguillansky, OCR Principal Planner
2300 N Jog Rd., Suite 2E-48
West Palm Beach, FL 33411

With a copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33411

If sent to the FAU, notices shall be addressed to:

University:

Provost
Florida Atlantic University
777 Glades Road, Bldg. 10
Boca Raton, FL 33431

With a copy to:

Florida Atlantic University
777 Glades Road, Bldg. 10
Boca Raton, FL 33431
Attn: General Counsel

- XIX. ENTIRETY OF CONTRACTUAL AGREEMENT.** The County and FAU agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to,

modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with **Article XVII. MODIFICATIONS OF WORK.**

XX. PUBLIC RECORDS. Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, as may be amended, if FAU: (i) provides a service; and (ii) acts on behalf of the County as provided under section 119.011(2), Florida Statutes, as may be amended, FAU shall comply with the requirements of section 119.0701, Florida Statutes, as may be amended. FAU is specifically required to:

- a. Keep and maintained public records as required by the County to perform services as provided under this Agreement.
- b. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law. FAU further agrees that all fees, charges, and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- c. Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if FAU does not transfer the records to the County.
- d. Upon completion of the Agreement, FAU shall transfer, at no cost to the County, all public records in possession of FAU unless notified by the County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If FAU keeps and maintains public records upon completion of the Agreement, FAU shall meet all applicable requirements for retaining public records. All records stored electronically by FAU must be provided to the County upon request of the County's Custodian of Public Records in a format that is compatible with the information technology systems of the County and at no cost to the County.

Failure of FAU to comply with the requirements of this article shall be a material breach of this Agreement. The County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. FAU acknowledges that it has familiarized itself with the requirements of chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

IF FAU HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FAU'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBC.GOV OR BY TELEPHONE AT 561-355-6680.

XXI. COUNTERPARTS. This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The County may execute the Agreement through electronic or manual means. FAU shall execute by manual means only, unless the County provides otherwise.

XXII. E-VERIFY - EMPLOYMENT ELIGIBILITY. The Parties warrant and represent that they are in compliance with section 448.095, Florida Statutes, as may be amended, and that the Parties: (1) are registered with the E-Verify System (E-Verify.gov), and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers; (2) covenant to continue to do so throughout the term of this Agreement; and (3) further covenants to comply with the other applicable requirements of section 448.095, Florida Statutes.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and FAU has hereunto set its hand the day and year above written.

ATTEST:
JOSEPH ABRUZZO, Clerk & Comptroller

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

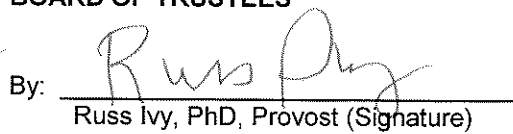
By: _____
Deputy Clerk

By: _____
Maria G. Marino, Mayor

WITNESSES:

FLORIDA ATLANTIC UNIVERSITY
BOARD OF TRUSTEES

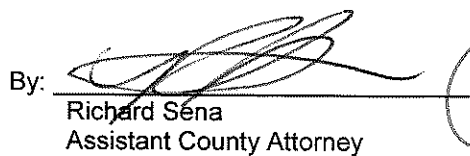

Witness Signature

By: 
Russ Ivy, PhD, Provost (Signature)

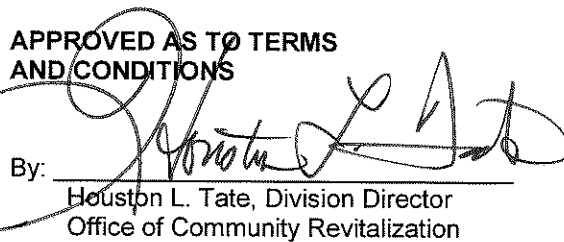
Geoffrey Johnson
Name (type or print)

Russ Ivy, PhD, Provost
(Name)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: 
Richard Sena
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: 
Houston L. Tate, Division Director
Office of Community Revitalization

Office of Community Revitalization
"BACK TO SCHOOL PBC!"

RISK MANAGEMENT
INSURANCE VERIFICATION FORM

Please review the information below and indicate if the services listed require General Liability insurance or any other type of insurance, and provide any additional comments as applicable.

AGENCY: Florida Atlantic University

DESCRIPTION OF SERVICES TO BE PROVIDED:

This item entails the execution of an Agreement to formalize the partnership between FAU and the County to provide school-related health services at the Back to School PBC! Event to be held on July 26, 2025, at the Convention Center and/or Village Academy locations. FAU will provide immunizations, mental health screenings, educational materials, and referral services, while the County will offer logistical support, equipment, volunteers, signage, and refreshments to participating FAU staff. The Agreement outlines the responsibilities of both parties. Through this agenda item, the Board is being requested to approve the authorization for the County Administrator, or her designee, to sign future agreements with FAU related to this event. There are no costs associated with this Agreement.

County funds requested: N/A

APPROVAL STATUS:

Risk Management agree/do not agree to waive the "insurance requirement" for Florida Atlantic University

INSURANCE NEEDED: YES ☒ NO ☐

COMMENTS: _____

Elizabeth Plaska
SIGNATURE OF REVIEWER

ELIZABETH PLASKA
PRINT NAME

Property Casualty Ins. Mgr.
TITLE OF REVIEWER

3/24/2025
DATE



Florida Atlantic University
College of Medicine Self-Insurance Program

Respond to:
P.O. Box 112735
Gainesville, Florida 32211-2735
Tel (352) 273-7006 / Fax (352) 273-5424

CERTIFICATE OF LIABILITY PROTECTION
Florida Atlantic University Christine E. Lynn College of Nursing

This memorandum provides a summary of the professional and patient general liability protection for claims and actions which arise from the acts or omissions of Florida Atlantic University Christine E. Lynn College of Nursing (FAUCON) health care faculty and employees while acting within course and scope of their employment, and/or FAUCON students while in an approved FAUCON course of study or training program.

The FAUCON is a component of the Florida Atlantic University Board of Trustees (FAUBOT). To the extent the State of Florida has partially waived its immunity to tort claims as described in section 768.28, Florida Statutes, the FAUBOT is protected for a professional or patient general liability claim or judgment by any one person in a sum not exceeding TWO HUNDRED THOUSAND DOLLARS (\$200,000), and for total claims or judgment arising out of the same incident or occurrence in a total amount not exceeding THREE HUNDRED THOUSAND DOLLARS (\$300,000), without an annual aggregate, such protection being provided by the Florida Atlantic University College of Medicine Self-Insurance Program (FAUSIP), a self-insurance program created pursuant to the authority of section 1004.24, Florida Statutes. Additional protection is provided by the FAUSIP for total professional or patient general liability claims or judgment arising out of the same incident or occurrence up to ONE MILLION DOLLARS (\$1,000,000), without an annual aggregate and inclusive of the statutory limits described above, for any loss in excess of the statutory limits of liability which is assigned to the FAUBOT by action of the Legislature and Governor of the State of Florida.

Individuals and entities protected by the FAUSIP who are not subject to the immunity as described in section 768.28, Florida Statutes, are provided professional and patient general liability protection for total claims or judgment arising out of the same incident or occurrence up to a liability limit of ONE MILLION DOLLARS (\$1,000,000), without an annual aggregate, with such protection being provided by the FAUSIP.

Students of the FAUCON, while participating in a pre-approved course of study or training program, and when not subject to the immunity as described in section 768.28, Florida Statutes, are provided professional and patient general liability protection for total claims or judgment arising out of the same incident or occurrence up to a liability limit of ONE MILLION DOLLARS (\$1,000,000), without an annual aggregate, with such protection being provided by the FAUSIP.

All liability protection described herein will respond to any claim or action arising from negligent acts or omissions on an OCCURRENCE basis, subject to applicable statutes of limitation and repose.

Professional liability actions filed against the FAUBOT pursuant to section 768.28, Florida Statutes, are subject to section 766.112(2), Florida Statutes, which provides that any judgment against the FAUBOT for medical malpractice actions shall be on the basis of the FAUBOT's comparative fault and not on the basis of the doctrine of joint and several liability and that the sole remedy available to a claimant to collect damages allocated to the FAUBOT shall be pursuant to section 768.28, Florida Statutes.

This Certificate of Liability Protection does not amend, alter, or modify the protection afforded by the FAUSIP and is not fully descriptive of all conditions and restrictions. Further, the FAUSIP is prohibited from adding as "insureds" or "protected entities" any individual or entity not described in section 1004.24, Florida Statutes, or other statute specifically authorizing their protection, nor can their protection be contractually extended to non-insureds or non-protected entities through indemnity or save-and-hold-harmless or similar agreements.

Certificate Coverage Period: July 1, 2025 12:01 a.m. to July 1, 2026 12:01 a.m. (Named Insured Local Standard Time)

Lynette M. Belforti
Operations and Underwriting Officer
February 3, 2025