

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT*	_____	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No x
 Does this item include use of Federal funds? Yes _____ No x
 Does this item include the use of State funds? Yes _____ No x

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____ Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

This item carries no fiscal impact.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

ASD/AC 2/13/26
 OFMB OS 2/13/26
 MD 2/13

Kunde Muller 2/13/26
 Contract Development and Control

B. Legal Sufficiency:

Jean-Adel Williams
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

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

This Agreement is entered into on March 3, 2021, by and between Florida Atlantic University Board of Trustees ("FAU"), a public body corporate of the State of Florida and Palm Beach County, a political subdivision of the State of Florida by and through its Board of County Commissioners ("County"), each referred to herein as a "Party" and, collectively, as the "Parties."

WITNESSETH

WHEREAS, this Agreement establishes the general conditions and joint processes that will enable FAU and the County to collaborate for the placement of Student interns in departments and agencies under the Palm Beach County Board of County Commissioners; and

WHEREAS, FAU offers programs across multiple majors, and eligible juniors and seniors with at least sixty (60) credits may participate in the Government and Non-Profit Internship Program to gain experience, develop skills, and earn academic credit ("Students"); and

WHEREAS, Students will be required to enroll in an internship course to receive credit for their experience; and

WHEREAS, internship experience is a valuable component of academic and professional development and, for many programs, an integral part of degree completion; and

WHEREAS, there is no promise of compensation, expressed or implied, or entitlement to a paid job at the end of the internship program for participating Students; and

WHEREAS, the County desires to support FAU Students by providing internship opportunities within its departments;

NOW THEREFORE, subject to controlling law, rules, regulations and governing policies and/or procedures, and in consideration of the mutual interests and understandings expressed herein, the Parties agree as follows:

ARTICLE 1 - TERM OF AGREEMENT

The term of this Agreement shall commence on the date on which it is approved by the Palm Beach County Board of County Commissioners and shall continue for a term of five (5) years unless earlier terminated as set forth below.

ARTICLE 2 - SCOPE OF AGREEMENT

FAU, through its Career Center, and the County, through its Human Resources Department, shall work together to establish the educational objectives of the internship program, devise methods for their implementation, and continually evaluate the experience to determine its effectiveness.

Responsibilities of FAU

1. Require that Students will abide by the rules of County insofar as those rules do not conflict with Florida Statutes; Florida Atlantic University regulations, policies, and/or procedures; or Florida Board of Governors Regulations; and will withdraw any Student from the agency at the request of County for sufficient cause.
2. Give notice to County of the number and names of the Students it would like to have enter the County for the internship program prior to commencement of any semester and arrange for County staff to interview the Student(s).
3. Allow only those Students who have satisfactorily completed those portions of FAU's curriculum that are prerequisite to practicum or internship.
4. Provide educational workshops and/or information pertinent to education for the County staff that have teaching or supervisory responsibilities.
5. Be responsible for establishing guidelines and objectives for the instruction of the Students of FAU and screen them for preparedness for placement. FAU understands that the County reserves the option to review Students' resumes, interview Student applicants for placement, and accept or decline a Student's placement with the County.
6. Be responsible for monitoring the learning experiences of the Students.
7. Notify the County of its proposed schedule of Student assignments, including, but not limited to, the Students' names, level of academic preparation, and length of and dates for the internship program.
8. Require that all Students be aware of and responsible for maintaining liability insurance that meets County's requirements during their assignment to the County. The Student is responsible for his/her own health insurance; the County will not provide health insurance to Students.
9. Provide the field educator/supervisor with a certificate of participation upon their request redeemable for college course at FAU as may be and to the extent available under Florida law and applicable rules and regulations.
10. Designate a member of FAU's faculty to coordinate the educational experience of Students participating in the internship program. The designated FAU faculty member will provide a group supervision session to the Students for at least one (1) hour per week.
11. Inform Students that they are to maintain confidentiality of communications and records with regards to the County's clients, if applicable.

12. Inform the Students that they must comply with County requirements, such as background check, drug screening, and other requirements as applicable.
13. Advise the assigned Students of their responsibility for complying with the County's applicable policies and procedures.

Responsibilities of the County

1. Provide to the Students an organized training program characterized by a logical, planned sequence of training opportunities.
2. Designate as site supervisor for the Students at the County, a person who possesses a minimum of a bachelor's degree or equivalent professional qualifications in a field relevant to the internship placement, and who possesses sufficient post-degree experience to competently fulfill supervisory responsibilities. The site supervisors will be employed by the County and shall be responsible for the planning, implementation, and supervision of the internship program. The supervisor shall adhere to the County's established ethical, professional, and supervisory standards, or, where applicable, the ethical guidelines of any professional association to which they belong. The supervisor must be present at the practicum and internship site for up to twenty (20) hours per week and shall provide each intern a minimum of one (1) hour per Student per week of face-to-face supervision.
3. Provide the physical workspace, equipment, tools, and other resources necessary for Students to perform their assigned tasks effectively and safely. This includes access to appropriate work areas, technology, and any job-specific materials required to support the internship program.
4. Have available a written description of the internship program, and provide a copy to FAU's designated faculty member and/or FAU Students upon request.
5. Advise FAU of any changes in its personnel, operations, or policies which may affect the internship program.
6. Determine the number of Students it can accommodate during a given period of time.
7. Orient the Students to the County and County department's organizational structure and provide the Students with a copy of (and review with the Students) the County's applicable policies, procedures, rules and regulations with which the Students are expected to comply.
8. Ensure that Students receive up to twenty (20) direct service hours per week (out of a minimum of 340-hour placement) during the internship program.
9. Evaluate the performance of the assigned Students using the evaluation forms provided by FAU. The County's supervisor shall send the completed evaluations to FAU within one (1) week following the conclusion of the internship program.
10. Allow Students an opportunity to evaluate the internship program site.
11. Advise FAU at least by mid-term or earlier upon discovery of any serious deficit noted in the ability of the assigned Students to progress toward achievement of the stated objectives of the internship program. The assigned Students, the County site supervisors, FAU's faculty instructor, and the

Coordinator for Field Education at FAU will attempt to devise a plan by which the Students may be assisted in achieving the stated objectives.

12. Allow representatives of FAU's accrediting bodies and faculty to visit the County.
13. County shall provide Students while they are onsite participating in an internship program with the same emergency treatment and to the same extent the County provides such treatment to its employees.

No Guarantee of Placement or Acceptance

The Parties acknowledge and agree that this Agreement does not guarantee that FAU will provide or refer any minimum number of Students to the County, nor does it guarantee that the County will accept any specific Student for placement. The selection, placement, and acceptance of Students shall be at the mutual discretion of both Parties, subject to the availability of space and resources, and the suitability of the Student(s).

Removal of Students

The Parties agree that in the event a conflict or problem arises with a Student during an internship program, the County shall immediately notify FAU of the concern. In the event a mutually satisfactory resolution short of removal cannot be achieved, the County shall have the right to request FAU withdraw the Student whose work or conduct is not in full accord with the County's standards of performance or policies and procedures. Notwithstanding the foregoing, the County may remove a Student without prior consultation with FAU if the Student poses an immediate threat to the health or safety of County's clients or employees, and in such event, the County shall promptly provide written notice to FAU of its action and the reasons for Student removal. FAU may remove a Student, without prior consultation with County, from the internship program experience when it determines, in its sole discretion, that further participation by the Student would no longer be appropriate.

ARTICLE 3 - TERMINATION

This Agreement may be terminated at any time upon the mutual consent of both Parties and memorialized in writing, or unilaterally by written notice by either party, with or without cause, upon no less than sixty (60) calendar days' notice. Furthermore, either party may terminate this Agreement by written notice if the other party is in breach of any provision of this Agreement and fails to cure the breach within twenty (20) days of receipt of written notice specifying the breach. Notwithstanding the foregoing, in the event County terminates this Agreement without cause, Students participating in the internship program at the time of County's termination without cause shall be provided the opportunity to complete the program.

ARTICLE 4 - AVAILABILITY OF FUNDS

The County's performance and obligation under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 5 - INSURANCE

FAU and County acknowledge that each Party is self-insured for tort liability with limits of \$200,000 per claimant/\$300,000 per occurrence, pursuant to section 768.28, Florida Statutes, with said protection being applicable to officers, servants, and agents while acting within the scope of their employment or agency.

Furthermore, nothing contained herein shall be construed or interpreted as: (i) denying to either Party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of FAU, the Board of Governors, or its affiliates, nor the County to be sued; (iii) a waiver of sovereign immunity of FAU or the County beyond the waiver provided in Section 768.28 Florida Statutes, or (iv) constituting a hold harmless agreement on the part of either FAU or the County.

ARTICLE 6 - INDEMNIFICATION

Each party agrees to be responsible for its negligent acts or omissions, and the negligent acts or omissions of its officers, employees, servants, and agents when acting within the scope of their employment or agency and agrees to be liable for any damage or injury resulting from said negligent acts or omissions. The foregoing shall be subject to the limitations provided under Section 768.28 of the Florida Statutes. Nothing contained herein, or in any term or condition contained within this Agreement or any sub-contract, policy or procedure referenced herein, shall be construed or interpreted as: (i) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida; (ii) the consent of either Party, their affiliates, the Board of Governors, or any of the parties' respective officers, employees, servants, agents, agencies, political subdivisions, or public bodies corporate to be sued; (iii) a waiver of sovereign immunity of FAU or the County beyond the waiver provided in Section 768.28 Florida Statutes, or (iv) constituting a hold harmless agreement on the part of either FAU or the County. Each Party shall promptly notify the other Party immediately in writing of any claim that may be subject to this section. The Parties shall cooperate with each other in the investigation and disposition of any claim, including the identification and approval of any attorneys representing the other Party in the defense of any claim or suit, provided that nothing shall require the other Party to disclose any documents, records or communications that are protected under the peer review privilege, the attorney-client privilege, or the attorney work-product privilege. The provisions of this section shall survive the termination of the Agreement.

ARTICLE 7 - SUCCESSORS AND ASSIGNS; ASSIGNMENT

This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

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.

ARTICLE 8 - 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 the Students, or to any citizen or employee of County or FAU.

ARTICLE 9 - EXCUSABLE DELAYS

FAU 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 FAU 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.

Upon FAU's request, the County shall consider the facts and extent of any failure to perform the work and, if FAU's failure to perform was without its fault or negligence, the Agreement shall be revised accordingly, subject to the County's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 10 - NO 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.

ARTICLE 11 - COOPERATION WITH INSPECTOR GENERAL

To the extent applicable to this Agreement, and 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. 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 either Party, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

ARTICLE 12 - NONDISCRIMINATION

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 R2025-0748, as may be amended. The Parties agree that during the performance of this Agreement, including any renewals thereof, if applicable, there shall be no discrimination on the basis of an individual's protected status recognized by state or federal laws. Failure of either Party to meet the requirements of this Section shall be considered default of the Agreement.

ARTICLE 13 - 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.

ARTICLE 14 - AGREEMENT MANAGEMENT

Changes to a designated contact contained in this section shall be made via written notification to the address set forth below.

County Agreement Administrator

The Agreement Administrator is responsible for maintaining the official Agreement file, processing any amendments or termination of the Agreement, and maintaining records of all formal correspondence between the Parties regarding administration of this Agreement.

The address, e-mail, and telephone number of the County's Agreement Administrator is:

David Kahn
Palm Beach County Board of County Commissioners
Department Director, Human Resources
100 Australian Avenue, Suite 300
West Palm Beach, FL 33406
561-616-6862 (office)
dkahn@pbc.gov

Agreement Managers

The Parties have identified the following individuals as Agreement Managers. These individuals are responsible for enforcing performance of the Agreement terms and conditions and shall serve as liaison regarding issues arising out of this Agreement.

FOR FAU

Brian Montalvo
Assistant Vice President – FAU Career Center
Florida Atlantic University
777 Glades Road, Building
Boca Raton, FL 33431
Phone: 561.297.3533

FOR THE COUNTY

David Kahn
Human Resources Director
Palm Beach County, Human Resources Department
100 Australian Avenue, Suite 300
West Palm Beach, FL 33406
Phone: 561.616.6862
Fax: 561.242.6799

For all Legal Notices to County

Palm Beach County Attorney's Office
Attn: Jean Williams, Assistant County Attorney
301 North Olive Avenue
West Palm Beach, Florida 33401
Telephone: 561-355-2225
Fax: 561-659-7974

For all Legal Notices to FAU

Florida Atlantic University
Attn: Office of the General Counsel
777 Glades Road, ADM370
Boca Raton, Florida 33431
Telephone: 561-297-3007

ARTICLE 15 - REVIEW AND MODIFICATION

Modifications to the provisions of this Agreement, with the exception of Article 14, AGREEMENT MANAGEMENT, shall only be valid by a formal written amendment to the Agreement.

ARTICLE 16 – PUBLIC RECORDS

Parties shall comply with Florida’s Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the other, as provided under Section 119.0701, Florida Statutes, each Party specifically agrees to: (a) Keep and maintain public records required to perform under this Agreement; (b) Provide, upon request, 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; (c) Not disclose public records that are confidential or exempt from public records disclosure requirements, except as authorized by law for the duration of this Agreement and following completion of this Agreement if either Party does not transfer the records to the other Party.

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@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

IF COUNTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES, 777 GLADES ROAD, BOCA RATON, FL 33431-3429, BY EMAIL: publicrecords@fau.edu, OR BY TELEPHONE (561) 297-2452.

ARTICLE 17 - CONFIDENTIALITY

Except as required by law, including Florida’s Public Records Laws, the Parties shall instruct all participants performing under this Agreement to maintain confidentiality of all non-public information with reference to individual participants in accordance with applicable local, state, and federal laws, rules and regulations.

County acknowledges that FAU is an educational institution governed by Section 1002.225, Florida Statutes, and/or 34 CFR Part 99 (the Family Educational Rights and Privacy Act or “FERPA”), and information received by the County concerning Students participating in the internship experience program may include confidential student “records and reports” and/or confidential “education records” as those terms are defined in § 1002.225, Florida Statutes, and 34 CFR § 99.3, respectively. County acknowledges that information (if any) received from FAU regarding Students may be protected by the Family Educational Rights and Privacy Act (“FERPA”), and agrees to use such information only for the purpose for which it was disclosed and not to make it available to any third party without first obtaining the Student’s written consent, unless otherwise permitted or required by law.

ARTICLE 18 - DISPUTES

The Parties, through their Agreement Managers, shall cooperate mutually by collaboration and discussion to resolve any disputes concerning performance of the terms of this Agreement.

ARTICLE 19 - HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

To the extent applicable to this Agreement, the Parties agree to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (42 U. S. C. 1320d-8), and all applicable regulations promulgated there under. Solely for the purpose of defining Students' roles in relation to the use and disclosure of the County's protected health information, if any, the Students are defined as members of the County's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, Students are not and shall not be considered employees of the County. The Parties' agreement to comply with HIPAA is evidenced by the execution of this Agreement.

ARTICLE 20 - SOVEREIGN IMMUNITY

FAU and the County are political subdivisions of the State as defined in section 768.28, Florida Statutes, and each shall furnish to the other, upon request, written verification of liability protection (self-insured) in accordance with the limits set forth in section 768.28, Florida Statutes.

ARTICLE 21 - EMPLOYEE STATUS

The Parties hereto acknowledge that their relationship is that of independent contractors. Neither Party is authorized to bind the other to any contracts or other obligations. No employee/Student of either Party shall be deemed an employee of the other Party. Nothing contained herein shall be construed to create an employer-employee, agency, partnership or joint venture relationship between the Parties.

ARTICLE 22 - COUNTERPARTS

The Parties may execute this Agreement in whole or counterparts, and execution of counterparts shall have the same force and effect as if the Parties had signed the same instrument. Signatures transmitted by facsimile shall have the same effect as original signatures.

ARTICLE 22 - REGULATIONS; LICENSING REQUIREMENTS

Each Party shall comply with all laws, ordinances and regulations to the extent applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion.

ARTICLE 23 - E-VERIFY EMPLOYMENT ELIGIBILITY

To the extent applicable to this Agreement, the Parties acknowledge and agree that they are aware of and comply with the requirements of Section 448.095, Florida Statutes, as may be amended. Utilizing the definitions found in Section 448.095, Florida Statutes, the Parties acknowledge that contractors working with a governmental entity, such as the Parties to this Agreement, must register with and use the E-Verify system to confirm the employment eligibility of all new hires and anyone assigned to work on the contract, including subcontractors. Contractors must ensure subcontractors provide affidavits confirming they do not employ unauthorized workers and must retain these affidavits. Non-compliance may result in contract termination (not considered a breach) and a one-year ban on receiving public contracts. Legal challenges to termination must be filed in Circuit Court within 20 days of termination.

(The remaining portion of this page is intentionally left blank)

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

ATTEST:
MIKE CARUSO
CLERK AND COMPTROLLER

PALM BEACH COUNTY,
a political subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

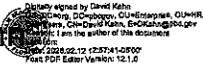
FLORIDA ATLANTIC UNIVERSITY
BOARD OF TRUSTEES

By: *Jean-Ludell Williams*
Assistant County Attorney

By: *Russell Ivy*
Russ Ivy, Vice Provost

APPROVED AS TO TERMS
AND CONDITIONS

By: David Kahn
Department Director



ACKNOWLEDGED BY:

FAU CAREER CENTER

By: *Brian Montalvo*

Print Name: Brian Montalvo

Title: Assistant Vice President; FAU Career Center