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Agenda Item #: 3E-6

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: December 1, 2026 [X] Consent [ ] Regular
[ ] Ordinance [ ] Public Hearing

Department Submitted By: Community Services
Submitted For: Behavioral Health and Substance Use Disorder

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a retroactive sole source Interlocal Agreement (Agreement) with Florida Atlantic University Board of Trustees (FAU), commencing on October 1, 2026 through September 30, 2029, in an amount not to exceed $150,000, with an anticipated annual allocation of $50,000 for each contract year, contingent upon budgetary appropriation by the Board of County Commissioners (BCC).

SUMMARY: The Community Roots Fellowship Program (CRFP) is a new program administered by FAU that is designed to establish a workforce pipeline of qualified social workers through supervised practicum and fellowship placements for Bachelor of Social Work (BSW) and Master of Social Work (MSW) students. Participants complete required practicum hours and may receive tuition support, a housing stipend, and at least one (1) year of post-graduation employment. The program will serve a minimum of two (2) students annually and is intended to strengthen agency staffing capacity, reduce recruitment costs, and enhance service delivery to Palm Beach County (County) residents. Countywide (RS).

Background and Justification: The County has a demonstrable need for qualified social work professionals to ensure the effective delivery of critical public services. The CRFP establishes a structured and supervised pipeline for BSW and MSW students by providing required practicum hours, tuition support, a housing stipend, and a minimum of one year of post-graduation employment. The program is intended to enhance agency staffing capacity, reduce recruitment and onboarding costs, and improve the availability and quality of services provided to the County's most vulnerable residents.

Attachment:
1. Interlocal Agreement with Florida Atlantic University Board of Trustees

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Recommended By: Signed by: James Green F84BD58B0CEE433... 11/3/2026
Department Director **Date**

Approved By: _____
Deputy County Administrator **Date**

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II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2027	2028	2029	2030	2031
Capital Expenditures					
Operating Costs	50,000	50,000	50,000		
External Revenue	(50,000)	(50,000)	(50,000)		
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT					
No. ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included In Current Budget? Yes X No ____
Does this item include the use of federal funds? Yes ____ No X
Does this item include the use of state funds? Yes X No ____

Budget Account No.:
Fund 1490 Dept. 146 Unit 7624 Object 8201 Program Code ___ Program Period ___

B. Recommended Sources of Funds/Summary of Fiscal Impact:
Funding Source is Opioid Settlement Funds

C. Departmental Fiscal Review: DocuSigned by: Thomas Eaton B9475D9E749E4E9...
Thomas Eaton, Director of Finance and Support Services

III. REVIEW COMMENTS

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

OFMB

Contract Development and Control

B. Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

Department Director

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

INTERLOCAL AGREEMENT

This Agreement is made as of _____day of _____, 20__, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and **Florida Atlantic University Board of Trustees,** hereinafter referred to as the UNIVERSITY, a public institution of higher education authorized to do business in the State of Florida, whose Federal Tax I.D. is **65-0385507.**

WHEREAS, section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969 authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; exercising jointly any power, privilege or authority which such agencies share in common and which each might exercise separately ; and

WHEREAS, the UNIVERSITY has proposed providing certain services under Behavioral Health and Substance Use Disorder; and

WHEREAS, the UNIVERSITY has agreed to ensure access to funded services for COUNTY departments, divisions and/or programs; and to ensure that individuals referred from COUNTY departments, divisions and/or programs will receive services on a timely basis.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the COUNTY and the UNIVERSITY agree as follows:

ARTICLE 1 – INCORPORATION OF RECITALS

The foregoing recitals are true and correct and incorporated herein by reference.

ARTICLE 2 – SERVICES

The UNIVERSITY agrees to provide Community Roots Fellowship Program services as set forth in EXHIBIT A - SCOPE OF WORK AND SERVICES. The UNIVERSITY also agrees to provide deliverables, including reports, as specified in EXHIBIT A. No changes in the Scope of Work or services are to be conducted without the written approval of the COUNTY. The UNIVERSITY'S services, with these contracted funds, are limited to meeting the needs of Palm Beach County residents.

No part of the funding is intended to benefit any specific individual or recipient. All funding is intended for the overall benefit of all recipients of the services provided by the programs being funded herein.

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ARTICLE 3 - ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) Laws passed by Congress, which are codified in provisions of the United States Code (U.S.C.) applicable to the funding source for this Agreement; (2) Rules or regulations adopted by a federal agency, which are codified in the Code of Federal Regulations (C.F.R) and applicable to the funding source for this Agreement; (3) the federal award or funding document for this Agreement; (4) the provisions of this Agreement, including EXHIBIT A, EXHIBIT B, and EXHIBIT G; and (5) all other documents, if any, cited herein or incorporated herein by reference.

The terms and conditions on any Purchase Order (PO) issued for this Agreement shall not apply; this Agreement is governed solely by terms and conditions of this Agreement.

ARTICLE 4 – SCHEDULE

The term of this Agreement shall commence on October 1, 2026 and end on September 30, 2027 (initial term) and will automatically renew for two (2) additional one-year term(s) (renewal term), unless either party provides written notice to the other party of its intent not to renew at least sixty (60) calendar days before the expiration of the initial term or any renewal term. The parties shall amend this Agreement if there is a change to the Scope of Work/Implementation Plan, funding, and/or federal, state, and local laws or policies affecting this Agreement.

Periodic invoices, reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in EXHIBIT A, EXHIBIT B-UNITS OF SERVICE RATE AND DEFINITIONS, and EXHIBIT G - UNIVERSITY'S PROGRAMMATIC REQUIREMENTS.

ARTICLE 5 – PAYMENTS TO UNIVERSITY

The total amount to be paid by the COUNTY under this Agreement for all services and materials shall not exceed a total amount of ONE HUNDRED AND FIFTY THOUSAND DOLLARS AND ZERO CENTS ($150,000.00) OVER A THREE-YEAR PERIOD, OF WHICH FIFTY THOUSAND DOLLARS AND ZERO CENTS ($50,000.00) IS BUDGETED IN FISCAL YEAR 2026 WITH AN ANTICIPATED ANNUAL ALLOCATION OF FIFTY THOUSAND DOLLARS AND ZERO CENTS ($50,000.00) BUDGETED IN EACH SUBSEQUENT FISCAL YEAR FOR THE TERM OF THIS AGREEMENT.

The UNIVERSITY will bill the COUNTY on a monthly basis, or as otherwise provided, for services performed at actual cost of services as provided in EXHIBIT A, at the amounts set forth in EXHIBIT B for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. Where itemized reimbursement for authorized travel expenses is permitted in this Agreement, UNIVERSITY shall submit bills for any travel expenses in accordance with section 112.061 Florida Statutes. All requests for payments of this Agreement shall include an original cover memo on UNIVERSITY letterhead signed by the Chief

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Executive Officer, Chief Financial Officer or their designee and shall include documents acceptable to the Community Services Department (DEPARTMENT). The final invoice under this Agreement must be labeled "Final Invoice" and must be received by the COUNTY no later than sixty (60) days after the project period end date.

Payment of invoices shall be contingent on timely receipt of all required reports. Invoices received from the UNIVERSITY pursuant to this Agreement will be submitted through the Services and Activities Management Information System (SAMIS) website, reviewed and approved by the COUNTY'S representative, to verify that services have been rendered in conformity with the Agreement. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within forty-five (45) days following the COUNTY representative's approval. Any payment due by COUNTY under the terms of this Agreement shall be withheld until all reports due from the UNIVERSITY and necessary adjustments have been approved by the COUNTY. In the event that the UNIVERSITY has drawn down all possible funds prior to the end of the Agreement Term and does not comply with all reporting requirements, the COUNTY will take this into consideration during the next funding opportunity.

Invoices received from the UNIVERSITY pursuant to this Agreement will be reviewed for authenticity and accuracy and approved by the DEPARTMENT, to verify that services have been rendered in conformity with this Agreement and then will be sent to the Finance Department for payment. Funding changes between service categories within the designated Agreement can be approved, in writing, by the DEPARTMENT Director or Assistant Director at their discretion for up to ten percent (10%) of the total Agreement amount during the Agreement period. Changes in excess of ten percent (10%) of the annual Agreement amount during the Agreement period must be approved by the Palm Beach County Board of County Commissioners (BCC).

Final Invoice: In order for both parties herein to close their books and records, the UNIVERSITY will clearly state "final invoice" on the UNIVERSITY'S final/last billing to the COUNTY. This shall constitute UNIVERSITY'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the UNIVERSITY.

In order to do business with Palm Beach County, agencies are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. If UNIVERSITY intends to use sub-agencies, UNIVERSITY must also ensure that all sub-agencies are registered as agencies in VSS. All sub-contractor agreements must include a contractual provision requiring that the sub-agency register in VSS. COUNTY will not finalize an award until the COUNTY has verified that the UNIVERSITY and all of its sub-agencies are registered in VSS.

ARTICLE 6 - AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Interlocal Agreement for the current or any subsequent fiscal year are subject to the availability of funds lawfully appropriated for its purpose by the COUNTY.

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ARTICLE 7 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the UNIVERSITY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the UNIVERSITY'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article within three (3) years following final payment.

ARTICLE 8 - AMENDMENTS TO UNIVERSITY FUNDING LEVELS

This Agreement may be amended in writing with signatures from both parties to decrease and/or increase funds for the delivery of services depending upon the utilization and rate of expenditure of funds, or reallocations deemed necessary by the COUNTY.

At any time during the term of this Agreement, if the UNIVERSITY indicates in a written notice as set forth in Article 31 that it will not be able to spend a portion of the contracted amount in any or all of the service categories (after making any allowable budget transfers), or sweeps are needed due to underspending as determined by the COUNTY, the Department Director, or Assistant Director is authorized to decrease the funding amount without the need for an amendment to this Agreement. Sweeps are when the COUNTY gathers unutilized funds and reallocates them to another program. The Department Director or Assistant Director shall provide written notice to the UNIVERSITY of the amount of the decrease in funding. Such notice shall not be deemed a cancellation of this Agreement. All remaining terms and conditions of this Agreement shall remain in full effect throughout the term of the Agreement.

UNIVERSITY shall be subject to decrease of funds if funds are not utilized at the anticipated rate of expenditures. The anticipated rate of expenditures is determined by dividing the Agreement service amount by the months in the Agreement unless otherwise provided for in this Agreement. A ten percent (10%) increase over the monthly expenditure rate must be pre-approved by the COUNTY. The anticipated rate of expenditure will be determined on a per service basis. The formula for reduction of funds shall be as follows:

At one quarter of the service period the UNIVERSITY shall have provided at a minimum twenty percent (20%) of their anticipated services. If the minimum has not been reached ten percent (10%) of the unspent funds allocated for that service period can be swept through a budget reduction at

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the discretion of the COUNTY.

At one half of the service period the UNIVERSITY shall have provided at a minimum forty percent (40%) of their anticipated services. If the minimum has not been reached fifty percent (50%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

At three quarters of the service period the UNIVERSITY shall have provided at a minimum seventy-five percent (75%) of their anticipated services. If the minimum has not been reached one hundred percent (100%) of the unspent funds allocated for that service period can be swept through a budget reduction at the discretion of the COUNTY.

In the event that funds become available due to other agencies budgets being decreased, a currently funded UNIVERSITY may apply for those funds. UNIVERSITY may become eligible for an increase in funding if they have spent their funds at the anticipated rate and can present a proposal for the utilization of additional funds by delivering additional units of service.

Any increase or decrease of funding for any of the UNIVERSITY'S contracted programs of up to 10% may be approved by the Director of Community Services or Designee. Any increase or decrease of funding over 10% must be approved by the BCC.

ARTICLE 9 - INSURANCE

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, UNIVERSITY acknowledges and represents that UNIVERSITY is self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of $200,000 Per Person and $300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

UNIVERSITY agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statutes Chapter 440. When requested, UNIVERSITY shall provide a statement or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status. Compliance with the foregoing requirements shall not relieve UNIVERSITY of its liability and obligations under this Agreement. UNIVERSITY agrees its self-insurance, general liability and automobile liability insurance shall, as permitted by the State of Florida Risk Management Trust Fund policies, be primary as respect to any coverage afforded to or maintained by COUNTY.

ARTICLE 10 - INDEMNIFICATION

To the extent provided under section 768.28 of the Florida Statutes, UNIVERSITY assumes any and

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all risks of personal injury and property damage attributable to the negligent acts or omissions of the UNIVERSITY and its officers, employees, and agents while acting within the scope of their employment or agency by UNIVERSITY. Nothing contained, referenced or incorporated herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; or (2) the consent of the Florida Atlantic University Board of Trustees, the State of Florida or their respective officers, employees or agents to be sued.

ARTICLE 11 - SUCCESSORS AND ASSIGNS

The COUNTY and the UNIVERSITY 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 the UNIVERSITY shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other.

ARTICLE 12 – WARRANTIES AND LICENSING REQUIREMENTS

The UNIVERSITY represents that it has and will continue to maintain all licenses and approvals required to conduct research under this Agreement, and that it will at all times conduct research activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

The UNIVERSITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The UNIVERSITY is presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the research conducted.

The UNIVERSITY further represents that it has, or will secure at its own expenses, all necessary personnel required to perform the services under this Agreement, and that they shall be fully qualified and, if required, authorized, permitted and/or licensed under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

The UNIVERSITY represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest in this Interlocal Agreement. Further, the members must also serve the UNIVERSITY without compensation.

The UNIVERSITY shall comply with all legal criminal history record check regulations required for the population they serve. UNIVERSITY will have and comply with policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions that will provide services or will be around children, the elderly and other vulnerable adult populations, prior to start date. UNIVERSITY may hire employees prior to obtaining the Level 2 background check results, the employees are only permitted to attend training and orientation during this period while they are waiting for their background check results. They are not allowed to have any contact with the clients during this period. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the UNIVERSITY.

Docusign Envelope ID: C96D022B-FE6B-878E-81B5-C4E69D3E5213

ARTICLE 13 - PERSONNEL

The UNIVERSITY agrees that all research shall be performed by skilled and competent personnel to the highest professional standards in the field. Any changes or substitutions in the UNIVERSITY'S key personnel, or any personnel turnover which could adversely impact the UNVERSITY'S ability to provide services as may be listed herein must be made known to the COUNTY'S representative within five (5) working days of the change. UNIVERSITY shall establish and consistently utilize an allocation methodology for personnel costs for program activities supported by multiple sources.

All of the services required herein under shall be performed by the UNIVERSITY 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.

The UNIVERSITY further represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement, and that they shall be fully qualified and, if required, authorized, permitted and/or licensed under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the UNIVERSITY'S personnel (and all Sub-contractors), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 14 – SUB-CONTRACTING

The COUNTY reserves the right to accept the use of a sub-contractor, or to reject the selection of a particular sub-contractor, and to inspect all facilities of any sub-contractors in order to make a determination as to the capability of the sub-contractor to perform properly under this Agreement.

If a sub-contractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the sub-contractor to complete the work in a timely fashion, the UNIVERSITY shall promptly do so, subject to acceptance of the new sub-contractor by the COUNTY.

ARTICLE 15 - 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 UNIVERSITY represents that throughout the term of the Agreement, including any renewals thereof, if applicable, it complies with all applicable laws requiring that it treat all of its employees equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the UNIVERSITY represents that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution R2025-0748, as amended. As part of such compliance, the UNIVERSITY shall not discriminate in violation of applicable laws, on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation,

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selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the UNIVERSITY retaliate in violation of applicable laws, against any person for reporting instances of such discrimination. The UNIVERSITY shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County.

UNIVERSITY shall comply with all applicable Federal statutes relating to nondiscrimination. These include but are not limited to: (a) 42 U.SC. § 2000d et seq., Title VI, Civil Rights Act of 1964 which prohibits discrimination on the basis of race, color or national origin; (b) 20 U.S.C. § 1681 et seq., Title IX of the Education Amendments of 1972, as amended , which prohibits discrimination on the basis of sex; (c) 29 U.S.C. § 701 et seq., Section 504 of the Rehabilitation Act of 1973, as amended , which prohibits discrimination on the basis of disability; (d) 42 U.S.C. § 6101 et seq., the Age Discrimination Act of 1975, as amended , which prohibits discrimination on the basis of age; (e) Public Law 92-255, the Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse; (f) Public Law 91-616, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 42 U.S.C. § 201 et seq., the Public Health Service Act of 1912, as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) 42 U.S.C. § 3601 et seq., Title VIII of the Civil Rights Act of 1968, as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the statute(s) under which this Agreement that uses Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement. Vendor shall comply with the Drug Free Workforce Act of 1988.

The UNIVERSITY understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in COUNTY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. UNIVERSITY shall include this language in its sub-contracts.

ARTICLE 16 – REMEDIES

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 UNIVERSITY.

Docusign Envelope ID: C96D022B-FE6B-878E-81B5-C4E69D3E5213

ARTICLE 17 –UNIVERSITY'S PROGRAMMATIC REQUIREMENTS

UNIVERSITY agrees to fully comply with all of the UNIVERSITY's Programmatic Requirements contained in **EXHIBIT G – UNIVERSITY'S PROGRAMMATIC REQUIREMENTS** attached hereto and incorporated herein by reference.

ARTICLE 18 - ACCESS AND AUDITS

The UNIVERSITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents at the UNIVERSITY'S place of business during normal business hours, as required in this Article for the purpose of inspection or audit.

UNIVERSITY shall establish policies and procedures, and provide a statement confirming that the accounting system or systems established by the UNIVERSITY has appropriate internal controls, checking the accuracy and reliability of accounting data, and promoting operating efficiency.

UNIVERSITY will provide a final close-out report and EXHIBIT C - FINANCIAL RECONCILIATION STATEMENT, accounting for all funds expended hereunder, no later than 30 days from the Agreement end date.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code 2-421 through 2-440, as may be amended, that is authorized and empowered to review past, present and proposed COUNTY contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the UNIVERSITY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

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

The UNIVERSITY shall have all audits completed by an Independent Certified Public Accountant (IPA), who shall either be a Certified Public Accountant or a Public Accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable accounting principles.

A. The annual financial audit report shall include all management letters and the UNIVERSITY'S response to all findings, including corrective actions to be taken.

B. The annual financial audit report shall include a schedule of financial assistance specifically identifying all contracts, agreements and grant revenue by sponsoring agency and contract/agreement grant number if required by the Single Audit Act.

C. Two bound originals (electronic or hard copy) of the audit is due within 30 days after receipt of the financial audit report by the Independent Certified Public Accountant or a Public Accountant

Docusign Envelope ID: C96D022B-FE6B-878E-81B5-C4E69D3E5213

licensed under Chapter 473, Florida Statutes, or nine (9) months after the close of the fiscal year. The complete financial audit report, including all items specified herein, shall be sent directly to:

Community Services Department Attn: FAA Program Monitor
Palm Beach County 810 Datura Street
West Palm Beach, Florida 33401

ARTICLE 19 - CONFLICT OF INTEREST

The UNIVERSITY 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 112, Part III, Florida Statutes and Palm Beach County Code of Ethics. The UNIVERSITY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The UNIVERSITY shall promptly notify the COUNTY'S representative, in writing, of all potential conflicts of interest of any prospective business association, interest or other circumstances that may influence or appear to influence the UNIVERSITY'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 the UNIVERSITY may undertake and request an opinion of the COUNTY asto whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the UNIVERSITY. The COUNTY agrees to notify the UNIVERSITY of its opinion by certified mail within thirty (30) days of receipt of notification by the UNIVERSITY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the UNIVERSITY, the COUNTY shall so state in the notification and the UNIVERSITY 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 the UNIVERSITY under the terms of this Agreement.

ARTICLE 20 - DRUG-FREE WORKPLACE

The UNIVERSITY shall implement and maintain a drug-free workplace program of at least the following items:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the UNIVERSITY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the services that are under Agreement a copy of the statement specified in Item Number 1 above.

Docusign Envelope ID: C96D022B-FE6B-878E-81B5-C4E69D3E5213

4. In the statement specified in Item Number 1 above, notify the employees that, as a condition of working on the Agreement services, the employee will abide by the terms of the statement and will notify the UNIVERSITY of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or so pleads.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

ARTICLE 21 - AMERICANS WITH DISABILITIES (ADA)

The UNIVERSITY shall meet all applicable requirements of the Americans With Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees that they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

ARTICLE 22 - INDEPENDENT CONTRACTOR RELATIONSHIP

The UNIVERSITY 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 the UNIVERSITY'S sole direction, supervision, and control. The UNIVERSITY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the UNIVERSITY'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.

The UNIVERSITY does not have the power or authority to bind the COUNTY in any promise, contract or representation other than specifically provided for in this Agreement.

ARTICLE 23 - CONTINGENT FEES

The UNIVERSITY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the UNIVERSITY to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the UNIVERSITY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 24 - PUBLIC ENTITY CRIMES

As provided in section 287.132-133, Florida Statutes, by entering into this Agreement or performing

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any work in furtherance hereof, the UNIVERSITY certifies that it, its affiliates, suppliers, sub-contractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by section 287.133(3)(a), Florida Statutes.

ARTICLE 25 - EXCUSABLE DELAYS

The UNIVERSITY 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 UNIVERSITY or its sub-contractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the UNIVERSITY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the UNIVERSITY'S failure to perform was without it or its sub-contractors fault or negligence, the Agreement Schedule and/or any other affected provision of this 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 26 - ARREARS

The UNIVERSITY shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The UNIVERSITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 27 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The UNIVERSITY shall deliver to the COUNTY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Agreement.

UNIVERSITY agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to the Agreement which have been created as a part of the UNIVERSITY'S services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the UNIVERSITY, or by or in conjunction or consultation with any other party whether or not a party to the Agreement, whether or not in privity of Agreement with the COUNTY or the UNIVERSITY, and wherever located shall be provided to the COUNTY but that UNIVERSITY may retain a copy and use such materials for its internal research purposes.

UNIVERSITY reserves to itself and its employees the right to publish the results of the Project in whole or in part as they deem appropriate. In order that the premature public disclosure of such information does not adversely affect the interest of the parties, UNIVERSITY shall provide the COUNTY'S representative/liaison with a copy of each manuscript using data and information

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obtained as a result of this Agreement that is intended for publication. The COUNTY may request delay in publication for a period of time determined necessary by the COUNTY. If the COUNTY does not make written request for delay in publication within sixty (60) days, UNIVERSITY shall be free to publish the manuscript at any time at the end of the sixty (60) days. UNIVERSITY reserves the right to use the results of this work for educational or research purposes.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the UNIVERSITY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

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 2-421 through 2-440, as may be amended.

ARTICLE 28 - TERMINATION

This Agreement may be terminated by the UNIVERSITY upon sixty (60) days' prior written notice to the COUNTY without cause or in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Agreement through no fault of the UNIVERSITY. It may also be terminated, in whole or in part, by the COUNTY, with cause upon the occurrence of a material default upon five (5) business days' written notice to the UNIVERSITY or without cause upon ten (10) business days' written notice to the UNIVERSITY. Unless the UNIVERSITY is in breach of this Agreement, the UNIVERSITY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination, and for non-cancelable obligations for the term of the Agreement incurred prior to the effective date of termination to the maximum amount authorized. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the UNIVERSITY shall:

- Stop work on the date and to the extent specified.
- Terminate and settle all orders and sub-contracts relating to the performance of the terminated work.
- Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- Continue and complete all parts of the work that have not been terminated.

Docusign Envelope ID: C96D022B-FE6B-878E-81B5-C4E69D3E5213

ARTICLE 29 – 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 30 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the UNIVERSITY of the COUNTY'S notification of a contemplated change, the UNIVERSITY shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the UNIVERSITY'S ability to meet the completion dates or schedules of this Agreement.

If the COUNTY so instructs in writing, the UNIVERSITY shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate an Agreement Amendment and the UNIVERSITY shall not commence work on any such change until such written amendment is signed by the UNIVERSITY and approved and executed on behalf of Palm Beach County.

ARTICLE 31- NOTICES

All notices required in this Agreement shall be sent by Certified Mail, Return Receipt Requested, hand delivery or other delivery service requiring signed acceptance, and if sent to the COUNTY shall be mailed to:

James Green, Director Palm Beach County
Community Services Department
810 Datura Street
West Palm Beach, FL 33401

and if sent to the UNIVERSITY, shall be mailed to:

ATTN: Miriam Campo, Associate VP, Sponsored Programs
Office of Sponsored Programs
Florida Atlantic University
777 Glades Road, Admin Bldg, AD10, Suite 297
Boca Raton, FL 33431

Docusign Envelope ID: C96D022B-FE6B-878E-81B5-C4E69D3E5213

ARTICLE 32 - STANDARDS OF CONDUCT FOR EMPLOYEES

The UNIVERSITY must establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Therefore, UNIVERSITY must have written policy guidelines on conflict of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official.

The rules of conduct must contain a provision for prompt notification of violations to a responsible and objective UNIVERSITY official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment, demotion, suspension, or separation. Suspension or separation of a key official must be reported promptly to the COUNTY.

The UNIVERSITY shall provide a copy of the rules of conduct to each officer, employee, board member, and sub-agency who are working on the grant supported project or activity and the rules must be enforced to the extent permissible under State and local law or to the extent to which the COUNTY determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the COUNTY; however, they must be made available for a review upon request, for example, during a site visit.

ARTICLE 33 - SCRUTINIZED COMPANIES

A. As provided in Section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the UNIVERSITY certifies that it, its affiliates, suppliers, sub- contractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to Section 215.4725, Florida Statutes. Pursuant to Section 287.135(3)(b), Florida Statutes, if UNIVERSITY is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the COUNTY.

B. When contract value is greater than $1 million: As provided in section 287.135, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the UNIVERSITY certifies that it, its affiliates, suppliers, and subagencies who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Terrorism Sectors List created pursuant to section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria. Pursuant to section 287.135(3)(a), Florida Statutes, as may be amended, if UNIVERSITY is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or been engaged in business operations in Cuba or Syria, or has been placed on a list created pursuant to section

Docusign Envelope ID: C96D022B-FE6B-878E-81B5-C4E69D3E5213

215.473, Florida Statutes, relating to scrutinized active business operations in Iran, this Agreement may be terminated at the option of the COUNTY.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by UNIVERSITY, this Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement may be imposed, pursuant to section 287.135, Florida Statutes. Said certification must also be submitted at the time of Agreement renewal, if applicable.

ARTICLE 34 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, if the UNIVERSITY: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under section 119.011(2), Florida Statutes, the UNIVERSITY shall comply with the requirements of section 119.0701, Florida Statutes, as it may be amended from time to time, The UNIVERSITY is specifically required to: Keep and maintain public records required by the COUNTY to perform services as provided under this Agreement.

A. 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 or as otherwise provided by law. The UNIVERSITY 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.

B. 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 the UNIVERSITY does not transfer the records to the public agency.

C. Upon completion of the Agreement the UNIVERSITY shall transfer, at no cost to the COUNTY, all public records in possession of the UNIVERSITY unless notified by 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 the UNIVERSITY transfers all public records to the COUNTY upon completion of the Agreement, the UNIVERSITY may retain one (1) copy of the public records in order for it to comply with its obligations under the Florida Public Records Laws and shall destroy any other remaining duplicates. If the UNIVERSITY keeps and maintains public records upon completion of the Agreement, the UNIVERSITY shall meet all applicable requirements for retaining public records. All records stored electronically by the UNIVERSITY must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the UNIVERSITY to comply with the requirements of this article shall be a material breach of this Agreement. COUNTY shall have the right to exercise any and all remedies available to it,

Docusign Envelope ID: C96D022B-FE6B-878E-81B5-C4E69D3E5213

including but not limited to, the right to terminate for cause. UNIVERSITY 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 THE UNIVERSITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE UNIVERSITY'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.

ARTICLE 35 - CRIMINAL HISTORY RECORDS CHECK

The UNIVERSITY, UNIVERSITY's employees, sub-contractors of UNIVERSITY and employees of sub-contractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2003-1274, as amended. The UNIVERSITY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the UNIVERSITY acknowledges that its Agreement price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Agreement may include sites and/or buildings that have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above-mentioned Resolution R2003-1274, as amended. COUNTY staff representing the DEPARTMENT will contact the UNIVERSITY and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The UNIVERSITY shall make every effort to collect the badges of its employees and its sub-contractors' employees upon conclusion of the Agreement and return them to the COUNTY. If the UNIVERSITY or its sub-contractor(s) terminates an employee who has been issued a badge, the UNIVERSITY must notify the COUNTY within twenty-four (24) hours. At the time of termination, the UNIVERSITY shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the UNIVERSITY if the UNIVERSITY 1) does not comply with the requirements of COUNTY Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated UNIVERSITY employee or sub-contractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 36 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code 2- 421 through 2-440, as may be amended, which is authorized and empowered to review past, present and proposed COUNTY contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of

Docusign Envelope ID: C96D022B-FE6B-878E-81B5-C4E69D3E5213

records, and audit, investigate, monitor, and inspect the activities of the UNIVERSITY, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

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

ARTICLE 37 - AUTHORITY TO PRACTICE

The UNIVERSITY hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct the research covered under this Agreement, and that it will at all times conduct its research activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request

ARTICLE 38 – DISCRIMINATORY VENDOR LIST

An entity or affiliate who has been placed on the discriminatory vendor list may not: contract to provide goods or services to a public entity; contract with a public entity for the construction or repair of a public building or public work; lease real property to a public entity; award or perform work as a vendor, supplier, sub-contractor, or agency under contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the Discriminatory Vendor List and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

ARTICLE 39 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the UNIVERSITY. Pursuant to this Agreement, the UNIVERSITY shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the UNIVERSITY authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The UNIVERSITY shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes and benefits with respect to this Agreement.

ARTICLE 40 – FACILITIES/OFFICE SPACE

The COUNTY shall grant the UNIVERSITY the right, revocable license and privilege of accessing and using room(s) (the Premises), contingent on availability, at the following COUNTY locations:

810 Datura Street
West Palm Beach, FL 33401

6415 Indiantown Road

Docusign Envelope ID: C96D022B-FE6B-878E-81B5-C4E69D3E5213

Jupiter, FL 33450

1440 Martin Luther King Boulevard Riviera Beach, FL
33404

1699 Wingfield Street Lake Worth, FL
33460

38754 State Road #80, Room #216 Belle Glade, FL
33430

The room shall be used solely and exclusively for general office purposes and meeting their obligations under the terms of this Agreement. Additional provisions on the license, use and restrictions regarding the Premises are detailed in **EXHIBIT F**, which is attached hereto and incorporated herein.

ARTICLE 41 - SCIENTIFIC RESEARCH AND DEVELOPMENT AND COPYRIGHT AND PATENT RIGHTS

Notwithstanding any provision in this Agreement to the contrary, the following terms and conditions shall apply.

41.1 COUNTY INTELLECTUAL PROPERTY. Title to any invention conceived or first reduced to practice in performance of the Research solely by the COUNTY'S personnel without significant use of UNIVERSITY administered funds or facilities ("COUNTY Invention") shall remain with the COUNTY. Title to, and the copyright in, any copyrightable material first produced or composed in the performance of the Research solely by the COUNTY'S personnel without significant use of UNIVERSITY administered funds or facilities ("COUNTY Copyright") shall remain with the COUNTY. Neither COUNTY Inventions nor COUNTY Copyrights shall be subject to the terms and conditions of this Agreement.

41.2 JOINT INTELLECTUAL PROPERTY

a. JOINT INVENTIONS. The Parties shall have joint title to: (i) any invention conceived or first reduced to practice jointly by employees and/or students of UNIVERSITY and the COUNTY'S personnel in the performance of the Research; and (ii) any invention conceived or first reduced to practice solely by the COUNTY'S personnel in the performance of the Research with significant use of UNIVERSITY administered funds or facilities (each, a "Joint Invention"). The COUNTY shall be notified of any Joint Invention promptly after an invention disclosure is received by UNIVERSITY'S Office of Technology Development ("OTD"). UNIVERSITY shall have the first right to file a patent application on a Joint Invention in the names of both Parties. All expenses incurred in obtaining and maintaining any patent on such Joint Invention shall be equally shared. If one Party declines to share in such expenses, the other Party may take over the prosecution and maintenance of the patent, at its

Docusign Envelope ID: C96D022B-FE6B-878E-81B5-C4E69D3E5213

own expense, and the Party that declines to pay such expenses shall assign its ownership rights to the Party that pays the expenses.

b. LICENSES. If neither Party has declined to equally share the payment of expenses incurred in obtaining and maintaining any patent on such Joint Invention, then each Party shall have the independent, unrestricted right to license to third parties any such Joint Invention without accounting to the other Party, except that the COUNTY shall be entitled to request, within three (3) months after UNIVERSITY'S notification to the COUNTY that a patent application has been filed, an exclusive license to UNIVERSITY'S interest in a Joint Invention as provided under paragraph 41.3(b)(i) below.

c. JOINTLY DEVELOPED COPYRIGHTABLE MATERIALS. Copyrightable materials, including computer software, developed in the performance of the Research:
(i) jointly by employees and/or students of UNIVERSITY and the COUNTY'S personnel; or (ii) solely by the COUNTY'S personnel with significant use of UNIVERSITY administered funds or facilities, shall be jointly owned by both Parties, who shall each have the independent, unrestricted right to dispose of such copyrightable materials and their share of the copyrights therein as they deem appropriate, without any obligation of accounting to the other Party.

41.3 UNIVERSITY INTELLECTUAL PROPERTY

a. UNIVERSITY INVENTIONS. UNIVERSITY shall have sole title to: (i) any invention conceived or first reduced to practice solely by employees and/or students of UNIVERSITY in the performance of the Research (each an "UNIVERSITY Invention"); and (ii) any invention conceived or first reduced to practice solely by the COUNTY'S personnel with significant use of UNIVERSITY administered funds or facilities, if the invention is conceived or reduced to practice other than in the performance of the Research. The COUNTY shall be notified of any UNIVERSITY Invention promptly after a disclosure is received by UNIVERSITY'S OTD. UNIVERSITY may (i) file a patent application at its own discretion, or (ii) shall do so at the request of the COUNTY and at the COUNTY'S expense, provided COUNTY notifies UNIVERSITY within thirty (30) days of its receipt of the invention notice from UNIVERSITY.

b. LICENSING OPTIONS. For each UNIVERSITY Invention on which a patent application is filed by UNIVERSITY, UNIVERSITY hereby grants the COUNTY a non-exclusive, non-transferable, royalty-free license for non-commercial internal research purposes. The COUNTY shall further be entitled to elect an option to the following commercial license by notice in writing to UNIVERSITY within three (3) months after UNIVERSITY'S notification to the COUNTY that a patent application has been filed:

(i) a royalty-bearing, limited-term, exclusive license (subject to third party rights, if any, and in a designated field of use, where appropriate) to the COUNTY, including the right to sublicense, in the United States and/or

Docusign Envelope ID: C96D022B-FE6B-878E-81B5-C4E69D3E5213

any foreign country elected by the COUNTY pursuant to Section 41.3(c) below, to make, have made, use, lease, sell and import products embodying or produced through the use of such invention. This option to elect an exclusive license is subject to UNIVERSITY'S concurrence, and the negotiation of commercially reasonable license terms and conditions, and is conditioned upon COUNTY'S payment to UNIVERSITY for the costs of patent prosecution and maintenance in the United States, and any elected foreign country, and to cause any products produced pursuant to this license that will be used or sold in the United States to be substantially manufactured in the United States.

If the COUNTY and UNIVERSITY do not enter into a license agreement within three
(3) months after the COUNTY'S election to proceed under paragraph 41.3(b)(i) above, the COUNTY's rights under paragraph 41.3(b)(i) will expire.

c. FOREIGN FILING ELECTION. If the COUNTY elects a license under 41.3(b)(i), the COUNTY shall notify UNIVERSITY of those foreign countries in which it desires a license in sufficient time for UNIVERSITY to satisfy the patent law requirements of those countries. The UNIVERSITY shall provide COUNTY with an invoice in the amount of a good faith estimate for the anticipated out-of-pocket costs, including patent filing, prosecution and maintenance fees, related to those foreign filings. COUNTY shall pay the invoice amount as soon as possible to avoid the UNIVERSITY having to pay those costs prior to receiving COUNTY'S payment. To the extent that the estimated amount is greater or smaller than the actual incurred costs, the parties shall settle the differential amount as soon as possible after the actual amount is known.

d. CONFIDENTIALITY OF INVENTION DISCLOSURES. The COUNTY shall retain all invention disclosures submitted to the COUNTY by UNIVERSITY in confidence and use its best efforts to prevent their disclosure to third parties. The COUNTY shall be relieved of this obligation only when this information becomes publicly available through no fault of the COUNTY.

e. COPYRIGHT OWNERSHIP AND LICENSES. Title to, and the copyright in, any copyrightable material first produced or composed in the performance of the Research solely by employees and/or students of UNIVERSITY shall remain with UNIVERSITY.

(i) For computer software and its documentation, and/or informational databases, which are required to be delivered to the COUNTY in accordance with APPENDIX A, COUNTY shall have a royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works based upon, and display, such computer software and its documentation, and/or databases, for internal, non- commercial

Docusign Envelope ID: C96D022B-FE6B-878E-81B5-C4E69D3E5213

purposes.

(ii) For computer software and its documentation, and/or informational databases, which are required to be delivered to the COUNTY in accordance with APPENDIX A, the COUNTY shall be entitled to elect, by notice to UNIVERSITY within three (3) months following UNIVERSITY'S notification or delivery to the COUNTY of such software, documentation, or databases, a commercially reasonable royalty-bearing, non-transferable, exclusive right and license to use, reproduce, make derivative works based upon, display, and distribute to end users for commercial purposes, such software, documentation, or databases.

(iii) If the use of the software described in 41.3(e) (i) and (ii) and would infringe claims of a patent application filed pursuant to paragraph 41.3(a) ("UNIVERSITY Inventions"), then the COUNTY will need to elect license rights in such patent as set forth in 41.3(b) above in order to receive any license described in this paragraph 41.3(e). If such computer software is a derivative of UNIVERSITY software existing prior to the start of the Research, then COUNTY will need to obtain a license to such pre-existing software, which license may be royalty-bearing if COUNTY elects the exclusive commercial license described in 41.3(e) (ii) above.

f. RIGHTS IN TANGIBLE RESEARCH PROPERTY. In the event that UNIVERSITY elects to establish property rights, other than patents, to any tangible research property (TRP), including but not limited to biological materials, developed during the course of the Research, UNIVERSITY and the COUNTY will determine the disposition of rights to such property by separate agreement. UNIVERSITY will, at a minimum, reserve the right to use and distribute TRP for non-commercial research purposes.

g. LICENSE EFFECTIVE DATE. All licenses elected by the COUNTY pursuant to Sections b, e, and f of this Article 41.3 become effective as of the date the Parties sign a separate license agreement.

41.4 PATENT AND TRADEMARK ACT AMENDMENTS OF 1980 (BAYH-DOLE ACT)

COUNTY acknowledges that it understands the provisions of the Patent and Trademark Act Amendments of 1980 (the "Bayh–Dole Act"), and that the Act applies to all UNIVERSITY Inventions and Joint Inventions which arise from UNIVERSITY research which in whole, or in part, is, or has been, funded by the federal government. Among other provisions, the Act provides that if the UNIVERSITY elects to retain title to an invention, it shall grant to the government a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

Docusign Envelope ID: C96D022B-FE6B-878E-81B5-C4E69D3E5213

ARTICLE 42 - MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY

UNIVERSITY is required to comply with applicable mandatory standards and policies related to energy efficiency that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871) (42 U.S.C. § 6201).

ARTICLE 43 - PROCUREMENT OF RECOVERED MATERIALS

UNIVERSITY is to provide COUNTY with those goods designated by the Environmental Protection AGENCY "(EPA"), at 40 C.F.R. 247.1 et seq., that contain the highest percentage of recovered materials practicable while maintaining a satisfactory level of competition for goods valued above $10,000 *or* where the value of the goods procured during the preceding fiscal year exceeded $10,000. Categories of goods with the highest percentage of recovered materials include construction products; landscaping products; miscellaneous products; non-paper office products; paper and paper products; park and recreation products; transportation products; and, vehicular products.

ARTICLE 44 - PROGRAM FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

UNIVERSITY acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to pertaining to this Agreement.

ARTICLE 45 – CONFIDENTIALITY

45.1 "Confidential Information" is non-public information which is marked or identified in accordance with this section and owned or controlled by one party ("Disclosing Party") and disclosed to the other ("Receiving Party") in connection with this Agreement. The parties may share Confidential Information with each other pursuant to this Agreement and/or in connection with the Research. Confidential Information shall be clearly marked by the Disclosing Party as "Confidential Information" and furnished in writing or, if orally disclosed, reduced to writing within thirty (30) days of disclosure by the Disclosing Party. Confidential Information shall remain the property of the Disclosing Party for a period of three (3) years from the termination or expiration of the Agreement. Confidential Information shall not be used or disclosed to others by the Receiving Party except in furtherance of this Agreement. The foregoing obligations of non-use and non- disclosure shall not apply to:

a. information which after disclosure is published or otherwise becomes part of the public domain through no fault of the Receiving Party;

b. information which was in the possession of the Receiving Party at the time of disclosure, and was not acquired from COUNTY under an obligation of confidentiality;

c. information for which COUNTY provides written permission to disclose; or

d. information the Receiving Party must disclose by court order or by law, including in the case of UNIVERSITY or COUNTY, the Florida public records law.

Docusign Envelope ID: C96D022B-FE6B-878E-81B5-C4E69D3E5213

45.2 The Receiving Party shall endeavor to provide the Disclosing Party with notice prior to disclosure pursuant to Section 45.1(d) when possible, so that Disclosing Party may intervene to protect the confidentiality of the information.

ARTICLE 46 - FEDERAL CRIMINAL LAW/FALSE STATEMENTS ACT

UNIVERSITY acknowledges that it must comply with The False Statement Act, which sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal Government or causes another to submit a false claim to the government or knowingly makes a false record or statement to get a false claim paid by the government. For example, a false claim could include false billing documentation submitted by the COUNTY received from an agency or sub-contractor under the Agreement. (31 U.S.C. § 3729).

ARTICLE 47 – REGULATIONS

The UNIVERSITY shall comply with all federal, state and local laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The UNIVERSITY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered, and any other applicable federal requirements now in effect or imposed in the future.

ARTICLE 48 - E-VERIFY - EMPLOYMENT ELIGIBILITY

UNIVERSITY represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E- Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all new employees; and (2) that, as a public agency, UNIVERSITY requires contractors working for it to register with the E- Verify System and use the E-Verify System to electronically verify the employment eligibility of all new employees, and to verify that all of their subcontractors and subconsultants performing the duties and obligations of this AGREEMENT are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all new employees. UNIVERSITY shall require that its contractors obtain from each of its subconsultants and subcontractors, an affidavit stating that the each contractor, subcontractor and subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. UNIVERSITY shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Interlocal Agreement which requires a longer retention period.

COUNTY shall terminate this Agreement if it has a good faith belief that UNIVERSITY has knowingly violated section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that UNIVERSITY'S subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify UNIVERSITY to terminate its contract with the subcontractor and UNIVERSITY shall immediately terminate its contract with the subcontractor.

If COUNTY terminates this AGREEMENT pursuant to the above, UNIVERSITY shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this AGREEMENT was terminated. In the event of such contract termination, UNIVERSITY shall also be liable

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for any additional costs incurred by COUNTY as a result of the termination.

ARTICLE 49 - DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

UNIVERSITY certifies that it complies with F.S. 1010.25, as provided in F.S. 286.101, as both may be amended from time to time.

ARTICLE 50 – DIGITAL ACCESSIBILITY COMPLIANCE

UNIVERSITY acknowledges that the COUNTY is a public entity subject to Title II of the Americans with Disabilities Act (ADA) and applicable federal accessibility regulations. UNIVERSITY represents and warrants that all websites, web-based applications, digital services, electronic documents, multimedia, and other electronic content created, developed, provided, submitted, maintained, or delivered under this Agreement that may be electronically displayed, accessed, distributed, or made available to the public by the COUNTY shall conform to the Web Content Accessibility Guidelines (WCAG) 2.1, Level AA, or any successor standard adopted by the U.S. Department of Justice.

All electronic documents submitted to the COUNTY, including but not limited to PDFs, reports, forms, presentations, and public-facing materials, shall be provided in an accessible format compliant with the applicable accessibility standard at the time of delivery. UNIVERSITY shall ensure that any updates, revisions, or modifications to such digital content remain compliant throughout the term of this Agreement. Upon request, UNIVERSITY shall provide documentation reasonably demonstrating accessibility compliance. If any deliverable is determined by the COUNTY to be noncompliant, UNIVERSITY shall promptly remediate the noncompliance at no additional cost to the COUNTY and within a timeframe specified by the COUNTY. UNIVERSITY shall ensure that any third-party digital content or platforms used in performance of this Agreement either comply with the requirements herein or that an accessible alternative acceptable to the COUNTY is provided.

The Parties further acknowledge that the compliance date associated with the applicable regulations has been extended from April 24, 2026, to April 26, 2027. Accordingly, unless otherwise required by applicable law, neither Party shall be obligated to comply with such regulations prior to April 26, 2027. In the event the compliance date is further extended, modified, suspended, or otherwise altered by any governmental or regulatory authority, the Parties agree that their respective obligations under this Agreement shall automatically conform to such revised compliance date or requirement, without the necessity of further amendment to this Agreement.

Failure to comply with this subsection shall constitute a material breach of this Agreement.

ARTICLE 51 – PROHIBITION AGAINST USING DIVERSITY, EQUITY AND INCLUSION MATERIAL – F.S. 287.139

Pursuant to section 287.139, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, UNIVERSITY hereby certifies to the County that UNIVERSITY does not and will not use County funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in section 125.595, Florida Statutes, as amended.

Docusign Envelope ID: C96D022B-FE6B-878E-81B5-C4E69D3E5213

ARTICLE 52 - 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.

ARTICLE 53 - ENTIRETY OF CONTRACTUAL AGREEMENT

The UNIVERSITY agrees that the Scope of Work has been developed from the UNIVERSITY'S funding negotiations and that the COUNTY expects performance by the UNIVERSITY in accordance with such negotiations. In the event of a conflict between the negotiations and this Agreement, this Agreement shall control.

The COUNTY and the UNIVERSITY both further 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.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

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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 UNIVERSITY has hereunto set his/her hand the day and year above written.

ATTEST:

SHANNON RAMSEY-CHESSMAN CLERK of the CIRCUIT COURT & COMPTROLLER AD INTERIM

BY_____
Deputy Clerk

PALM BEACH COUNTY, FLORIDA Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

BY_____
Sara Baxter, Mayor

UNIVERSITY: FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES

DocuSigned by:
Miriam Campo
F82DD0445D8444D...
BY: _____
Authorized Signature

UNIVERSITY'S Signatory Title Typed
Miriam Campo, Associate VP, Sponsored Programs, Office of Sponsored Programs

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Signed by:
Richard Sena
0D1447EF98F04AF...
BY: _____
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

Signed by:
James Green
F84BD58B0CEE433...
BY: _____
James Green, Director Community Services Department

Docusign Envelope ID: C96D022B-FE6B-878E-81B5-C4E69D3E5213

EXHIBIT A
2027 -2029 INTERLOCAL AGREEMENT
SCOPE OF WORK AND SERVICES

University Name: Florida Atlantic University (FAU) Board of Trustees
Program Name: Community Roots Fellowship Program
Location: Countywide
Program Area: Behavioral Health and Substance Use Disorders
Funding Priority: Students enrolled in a Bachelor's or Master of Social Work programs

Scope of Work

A. **Program Description:** The Community Roots Fellowship Program is an initiative designed to cultivate a sustainable pipeline of skilled, community-committed social workers. It provides an immersive experience that allows students to grow as a master's of social work, intern, or fellow at the UNIVERSITY, working alongside the staff, learning the COUNTY's culture, community needs, and developing the practical skills needed to thrive in the field. The aim is to provide mutual benefit to the student, UNIVERSITY, and COUNTY. The student receives funding for practicum hours The COUNTY benefits by receiving a pipeline of local, trained social workers, reduced onboarding and recruitment costs, enhanced service delivery and staff retention, and an immediate service impact during practicum and long-term professional growth.

During the Fellowship Program, students will get hands-on experience learning about the different systems of care and best practices. Regardless of placement within the DEPARTMENT, the student will work with the team and learn about a syndemic approach to address the needs of communities overburdened with behavioral health and substance use disorders concurrent to epidemics of HIV/infectious diseases, housing instability, and working with additional vulnerable populations such as senior citizens, veterans, and individuals and families living at or below 200% of the Federal Poverty Level.

B. **Priority Population:** Students enrolled in a Bachelor's or Master of Social Work program at the Phyllis and Harvey Sandler School of Social Work, College of Social Work and Criminal Justice.

i. **Eligibility Criteria**: Students must be enrolled in a Bachelor of Social Work (BSW) degree or be enrolled in a Master of Social Work (MSW) program.

ii. **Documentation of Eligibility:** Enrollment in the BSW or MSW program must be documented. .

C. **Participants Served:** A minimum of 2 MSW/BSW students per year.

D. **Service Delivery:**

I. The UNIVERSITY must ensure the following for BSW:

- Practicum requirements for obtaining a BSW include completion of all core coursework
- 200 practicum hours in a semester for a total of 400 practicum hours in 2 semesters.

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- Students must demonstrate BSW core competencies and behaviors in generalist social work tasks throughout the duration of the practicum placement.

II. The SCHOOL must ensure the following for MSW degree:

- In the foundation year (Generalist), students must complete 400 practicum hours in a two-semester placement, with 200 placement hours each semester at the same placement.
- Students must demonstrate MSW Generalist core competencies and behaviors in generalist social work tasks during the practicum placement.

III. The UNIVERSITY must ensure the following for MSW degree:

An MSW specialist (Clinical) student is required to complete 600 hours in a two-semester placement, with 300 hours in each semester at the same placement. This placement must be a clinical placement, and students must demonstrate specialist core competencies and behaviors during the practicum

IV. THE COUNTY WILL:

a. Inform students of the DEPARTMENT, standards, rules and regulations and provide an Orientation.
b. Assume responsibility for the care of clients. The Student(s) will not replace COUNTY staff, nor give service to clients apart from activities which are performed as part of their educational value. The COUNTY will be responsible for the supervision of students while they are on-site at the County facility.
c. Not charge the UNIVERSITY for use of the COUNTY, its staff or patient experience.
d. Not give any financial remuneration to the Student(s). The UNIVERSITY further understands that the UNIVERSITY's performance hereunder is contingent upon annual appropriations for overall staffing of the DEPARTMENT.
e. Give input to the Designated Instructor about quality of Student performance.
f. Schedule or otherwise advise the Student on obtaining a mandatory criminal background check in accordance with COUNTY policy, as well as obtain a COUNTY ID Badge prior to commencing the start date at the field placement location.

V. COUNTY AND UNIVERSITY WILL:

a. Establish the number of students who shall have an educational experience at COUNTY at any one time and any additional requirements for Students participating in the educational experience.
b. Mutually develop acceptable schedules and work assignments and not interfere with the primary mission of the UNIVERSITY.
c. Conduct an annual review of programs and policies to ensure the continued fitness between the UNIVERSITY and COUNTY as it relates to the learning opportunities available to students.
d. Both Parties reserve the right to withhold placement of Students during the planned period of field placement depending upon changes within the UNIVERSITY or COUNTY appearing to present inadequate learning opportunities.

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E. Outcomes

Outcome	BSW/MSW (Generalist) students will complete 200 practicum hours in one semester.
Indicator	100% of enrolled BSW/MSW (Generalist) students will complete 200 practicum hours in one semester.

Outcome	MSW (Specialist/Clinical) students will complete 300 practicum service hours in one semester.
Indicator	100% of enrolled MSW (Specialist/Clinical) students will complete 300 practicum service hours in one semester. .

Outcome	Students will demonstrate specialist core competencies and behaviors during the practicum.
Indicator	100% of enrolled students will demonstrate specialist core competencies and behaviors during the practicum.

Docusign Envelope ID: C96D022B-FE6B-878E-81B5-C4E69D3E5213

EXHIBIT B

2027 - 2029 INTERLOCAL AGREEMENT
UNITS OF SERVICE RATE AND DEFINITION

University Name: Florida Atlantic University (FAU) Board of Trustees
Program Name: Community Roots Fellowship Program

Description	Unit Costs*	Contract Period 1	Contract Period 2	Contract Period 3	Total Contract Amount
Community Roots Fellowship Program Operating Costs. Actual costs, as listed in the Scope of Work (Exhibit A sections A-D) will be reimbursed based on proof of payments via receipts, cashed checks or agency general ledger.	Actual	$47,620	$47,620	$47,620	$142,860
Service: Administrative Expenses* Payment of Administrative Expenses associated with contract management.	Actual	$2,380	$2,380	$2,380	$7,140
Total Contract		**$50,000**	**$50,000**	**$50,000**	**$150,000**

**Administrative Expenses are capped at 5% of Total Operating Expenses.*

All expenditures shall be in accordance with all Federal, State, and local guidelines.

For all service categories listed above, expenses will be reimbursed at the actual cost of services listed in the monthly submission. Monthly submissions are due by the twenty-fifth (25th) day of each month following the month in which services were delivered. The backup documentation – general ledger, copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the Palm Beach County Department of Community Services may be requested via desk and/or on-site monitoring on a periodic basis.

Docusign Envelope ID: C96D022B-FE6B-878E-81B5-C4E69D3E5213

EXHIBIT C

FINANCIAL RECONCILIATION STATEMENT

As required by the provisions of the Agreement between Palm Beach County ("the County") and Florida Atlantic University Board of Trustees ("University") **[Contract Number]** effective _____ _____, 20_, for _____[describe subject of Agreement], attached is a final financial reconciliation of the funds provided by County. As

shown in the attached (mark applicable box):

☐ All funds provided by Palm Beach County were spent in accordance with the provisions of the Agreement.

OR

☐ There were under expenditures in the amount of $_____, which pursuant to the Agreement, will be returned to Palm Beach County by _____**[date]**; all other funds were spent in accordance with the provisions of the Agreement.

The undersigned states that he/she is the CFO or other individual dually authorized as stipulated in the Agreement to sign this type of document. The information attached is a true and accurate representation of the expenditure of Palm Beach County funds under the Agreement.

_____ _____

Signature Date

_____

Print Name

Docusign Envelope ID: C96D022B-FE6B-878E-81B5-C4E69D3E5213

EXHIBIT E
DEPARTMENT OF COMMUNITY SERVICES
Incident - Notification Form

UNIVERSITY/Program:_____ **Date Incident Occurred:** _____

Person Completing Form: _____ **Date of Report:** _____

Email (*Optional*)**:** _____ **Phone #:**_____

Method of Communication: (Please check the appropriate box)

- ☐ Drop Off
- ☐ Standard Mail
- ☐ Secured Line
- ☐ Certified Mail

Incidents Reported: (Please check the appropriate box)

➢ *Timeline to notify Funder - Incidents related to Children should be notified between 2-4 hours.*

- ☐ Client injury/accident requiring medical attention or hospitalization that could pose an UNIVERSITY liability
- ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an UNIVERSITY staff
- ☐ Incidents that may portray the UNIVERSITY in a negative manner (service delivery, safety and/or fiscal)

➢ *Timeline to notify Funder - Incidents related to Adults should be notified between 4-8 hours.*

- ☐ Client injury/ accident requiring medical attention or hospitalization that could pose an UNIVERSITY liability
- ☐ Allegation of neglect, physical, mental and sexual abuse of a client by an UNIVERSITY staff
- ☐ Incidents that may portray the UNIVERSITY in a negative manner (service delivery, safety and/or fiscal)

➢ *Timeline to notify Funder (within 14 business days*

- ☐ Resignation/Termination of CEO, President, or CFO
- ☐ Resignation/Termination of key funded staff
- ☐ Program funded staff vacancy over 90 days
- ☐ Loss of funding from another Funder that could impact services
- ☐ Temporary interruption of service delivery (i.e. natural and unnatural disasters)
- ☐ Other (Issues that impact funded service delivery) Specify (_____)

Summary of incident: (Do not include the name of client or staff involved in incident)

_____

_____

Will there be an investigation?

- ☐ Yes
- ☐ No
- ☐ NA

_____ _____
Individual Completing Report: Print Name **Position /Title**

_____ _____
Individual Completing Report: Signature **Date**

Docusign Envelope ID: C96D022B-FE6B-878E-81B5-C4E69D3E5213

EXHIBIT F

USE OF AND RESTRICTIONS REGARDING THE PREMISES

1. **License for Premises:** In addition to the availability of the room in the buildings mentioned in **the Facilities/Office Space article** of this Agreement and once requested and approved by the DEPARTMENT, the UNIVERSITY shall have the non-exclusive license over, upon and across the Premises, together with the common areas to allow UNIVERSITY access and use of the Premises. The UNIVERSITY shall be entitled to use the Premises without charge. The COUNTY will provide the UNIVERSITY with office furniture and equipment, including a desk, chairs, a file cabinet and a telephone. The UNIVERSITY accepts the Premises in "as is" condition. The UNIVERSITY shall establish procedures with regard to space utilization and permitted uses. Said procedures shall include, but not be limited to, coordination between the COUNTY and the UNIVERSITY of said use. The UNIVERSITY shall, at UNIVERSITY'S sole cost and expense, comply with all regulations of federal, state, county, municipal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the UNIVERSITY or its use of the Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

2. **Additional Uses:** The UNIVERSITY shall not use, permit or suffer the use of the Premises or any other part of the premises for any other business or purpose whatsoever, except as specifically set forth in this Agreement and this **Exhibit F** without the prior written approval of the Director of the COUNTY'S Department of Facilities Development & Operations.

3. **Improvements, Maintenance, Repairs and Utilities:** The COUNTY shall maintain, repair and keep the Premises in good condition and repair at COUNTY'S sole cost and expense; provided however, in the event the UNIVERSITY damages the Premises, COUNTY shall complete the necessary repairs and the UNIVERSITY shall reimburse COUNTY for all expenses incurred by COUNTY in doing so. Furthermore, COUNTY shall provide utilities and janitorial services to the Premises that are necessary for the Premises to be used for general office purposes. In no event shall COUNTY be liable for an interruption or failure in the supply of any utilities to the Premises. No improvements, alterations or additions to the Premises shall be performed by the UNIVERSITY.

4. **Waste and Nuisance:** The UNIVERSITY shall not commit or suffer to be committed any waste or nuisance or other act or thing which may result in damage or depreciation of value of the Premises or which may affect COUNTY'S fee interest in the Premises. The UNIVERSITY shall not store or dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents on the Premises.

5. **COUNTY'S Right to Enter:** COUNTY shall have the right to enter the Premises at any time necessary, without notice, to implement its responsibilities pursuant to this Agreement and for purposes of inspection of the Premises generally.

6. **Revocation of License:** Notwithstanding anything to the contrary contained in this Agreement, the rights to use COUNTY property granted to the UNIVERSITY in this Agreement and this **Exhibit F** amount only to a license to use the Premises, which license is expressly revocable by COUNTY for any reason whatsoever upon notice to the UNIVERSITY. Upon UNIVERSITY'S receipt of notice from COUNTY of the revocation of the license granted hereby, the UNIVERSITY shall vacate the Premises within thirty (30) days, whereupon the UNIVERSITY'S rights of use pursuant to this Agreement and this **Exhibit F** shall terminate and COUNTY shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination.

Docusign Envelope ID: C96D022B-FE6B-878E-81B5-C4E69D3E5213

7. **Surrender of Premises:** Upon expiration or earlier termination of the UNIVERSITY'S license to use the Premises, the UNIVERSITY, at its sole cost and expense, shall remove all of its personal property from the Premises and shall surrender the Premises to the COUNTY in at least the same condition the Premises were in as of the date of this Agreement, reasonable wear and tear excepted.

8. **Liability:** To the extent provided under Section 768.28 of the Florida Statutes, UNIVERSITY assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of UNIVERSITY and its officers, employees, and agents while acting within the scope of their employment or UNIVERSITY by UNIVERSITY. Nothing contained, referenced or incorporated herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; or (2) the consent of the Florida Atlantic University Board of Trustees, the State of Florida or their respective officers, employees or agents to be sued.

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Docusign Envelope ID: C96D022B-FE6B-878E-81B5-C4E69D3E5213

EXHIBIT G

UNIVERSITY'S PROGRAMMATIC REQUIREMENTS

Failure to provide the information required by this Exhibit in a timely fashion and in the format required, and to comply with the requirements of this Exhibit, will constitute a material breach of this Agreement and may result in termination of this Agreement.

The UNIVERSITY agrees to specific programmatic requirements, including but not limited to, the following.

1. UNIVERSITY shall maintain separate financial records for Agreement funds and account for all receipts and expenditures, including direct and indirect cost allocations in accordance with Generally Accepted Accounting Principles (GAAP), by individual service categories, and by administrative and program costs. Program cost allocations are to be completed and posted by service category, delineating program and administrative costs, to the general ledger on a monthly basis. The backup documentation, including copies of paid receipts, copies of checks, invoices, or any other applicable documents acceptable to the DEPARTMENT, will be requested as desk and/or on-site monitoring on a periodic basis. Allowable administrative expenses shall not exceed five percent (5%) of expended Agreement funds and shall be inclusive with the unit cost of service. The administrative cost shall be maintained at the individual service category, shall be available in the detailed general ledger, and shall support the unit rate and number of units billed.
2. UNIVERSITY shall promptly reimburse the COUNTY for any funds that are misused, misspent, unspent, or are for any reason deemed to have been spent on ineligible expenses.
3. UNIVERSITY shall maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
4. UNIVERSITY shall ensure that no private or confidential data collected, maintained or used during the course of the Agreement period or thereafter shall be disseminated, except as authorized by statute.

UNIVERSITY shall allow COUNTY, through the DEPARTMENT, to both fiscally and programmatically monitor the UNIVERSITY to assure that its fiscal and

programmatic goals and conduct, as outlined in **EXHIBIT A**, **EXHIBIT B**, and in this Exhibit, are adhered to. All contracted programs/services will be monitored at least yearly and possibly twice-yearly. Additionally, the DEPARTMENT staff will utilize and review other funder's licensing or accreditation monitoring results. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The UNIVERSITY shall maintain business and accounting records detailing the performance of the Agreement. Authorized representatives or agents of the COUNTY and/or the DEPARTMENT shall have access to records upon reasonable notice and during normal business hours for purposes of review, analysis, inspection, and audit.

5. UNIVERSITY shall be monitored by the information within the Agreement, **EXHIBIT A, EXHIBIT B, EXHIBIT G**, and the current monitoring tool.
6. AGENCIES with findings during the monitoring phase shall complete a Grant Compliance Agreement within 30 days outlining how and when findings will be resolved.
7. UNIVERSITY shall submit quarterly programmatic outcomes and fiscal reports using the templates provided by the DEPARTMENT.

Docusign Envelope ID: C96D022B-FE6B-878E-81B5-C4E69D3E5213

Quarterly programmatic outcome and fiscal reports shall be submitted to the Office of Behavioral Health Substance Use Disorder Grant Compliance Specialist staff designee on the following dates: January 15, April 15, July 15, and October 15.

- Specific programmatic eligibility requirements as stated in **EXHIBIT A.**
- UNIVERSITY shall determine student eligibility based on the UNIVERSITY'S applicable policies and procedures and shall be in accordance with **EXHIBIT A.**

- UNIVERSITY shall comply with applicable state and federal licensure and guidelines relevant to services delivered within this service category.

8. Disclosure of Incidents:

UNIVERSITY shall inform COUNTY, by telephone and email to the Office of Behavioral Health Substance Use Disorder Grant Compliance Specialist staff designee, of all unusual incidents that involved any Clients within four to eight (4 – 8) hours of the occurrence of the incidents, and follow up with **EXHIBIT E – COMMUNITY SERVICES DEPARTMENT INCIDENT NOTIFICATION FORM** within twenty-four (24) hours of the occurrence of said incident. This includes incidents occurring in or out of the facilities or on approved trips away from the facility. An unusual incident is defined as any alleged, suspected, or actual occurrence of an incident that adversely affects the health and safety of any client served through the program funded in whole or part through program funds. All of the incidents require that immediate action is taken to protect program Clients from further harm, that an investigation is conducted to determine the cause of the incident and contributing factors, and that a prevention plan is developed to reduce the likelihood of further occurrences. Examples include but are not limited to physical, verbal or sexual abuse.

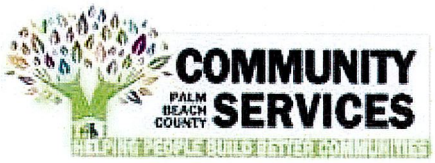
9. UNIVERSITY shall notify COUNTY Office of Behavioral Health Substance Use Disorder Grant Compliance Specialist staff designee through the DEPARTMENT's Incident Notification Process and follow up with **EXHIBIT E** within five (5) business days of the following:
   - Resignation/Termination of key funded staff.
   - Resignation/Termination of key funded staff.
   - Funded Staff vacancy position for 90 days or more.
   - Loss of funding from another funder that could impact service delivery.
   - Temporary interruption of services delivery due to emergency, natural or unnatural disaster.
   - Other incidents that may occur unexpectedly and are not covered above.
10. UNIVERSITY shall provide its revised budget if there are programmatic changes. This revised budget shall be reviewed, discussed and approved by the DEPARTMENT Program and Fiscal Staff.
11. UNIVERSITY Engagement

The DEPARTMENT and COUNTY relies on all agencies to help ensure that our community recognizes the importance of the work we do together. Palm Beach County residents should know about the specific work covered in this Agreement and the DEPARTMENT: what it is, its role in funding, how it works, and what the taxpayers are funding.

The names and logos of the UNIVERSITY or program funded under this Agreement and the DEPARTMENT and COUNTY must be displayed in all communications, education and outreach

Docusign Envelope ID: C96D022B-FE6B-878E-81B5-C4E69D3E5213

materials. The DEPARTMENT is to be identified as the funder, or one of the funders if there are more than one. The two (2) logos approved are below:





Specific Activities – Mandatory:

To promote independence and enhance the quality of life in Palm Beach County by providing effective and essential services to residents in need.

Specific Activities – Recommended:

- When UNIVERSITY describes the DEPARTMENT in written material (including new releases), use the language provided below and available on the DEPARTMENT's website at http://discover.pbcgov.org/communityservices/Pages/default.aspx.
- Display the DEPARTMENT and COUNTY logo according to the guidelines at http://discover.pbcgov.org/communityservices/Pages/Publications.aspx on any printed promotional material paid for using the DEPARTMENT and COUNTY funds including stationery, brochures, flyers, posters, etc., describing or referring to a program or service funded by the DEPARTMENT and COUNTY.
- Identify the DEPARTMENT and COUNTY as a funder in media interviews when possible.
- Notify the DEPARTMENT staff of any news release or media interview relating to this Agreement or the program funded under this Agreement sufficiently in advance (two weeks, if possible), so the coverage can be promoted using appropriate media channels.

12. In accordance with Section 119.0721(2), Florida Statutes, Social Security Numbers (SSN) may be disclosed to another governmental entity or its agents, employees, or contractors, if disclosure is necessary for the receiving entity to perform its duties and responsibilities. The receiving governmental entity, and its agents, employees, and contractors shall maintain the confidential and exempt status of such numbers.
13. UNIVERSITY maintains a policy concerning cyber security training for its employees. Upon request, UNIVERSITY will provide County with information verifying that the training has been completed.

FLORIDA ATLANTIC
UNIVERSITY
Office of the President

MEMORANDUM

TO: Miriam Campo, Associate Vice President for Research
Office of Sponsored Programs

FROM: Stacy Volnick, President

SUBJECT: Signature Authority for the Division of Research, Office of Sponsored Programs (Contracts and Grants)

DATE: November 22, 2024

Pursuant to section 1001.74, Florida Statues, Florida Atlantic University Regulations 6.002 and 6.003 and Florida Atlantic University Board of Trustees Board Operating Policies and procedures section 4.6, I hereby extend signature authority to you to bind Florida Atlantic University Board of Trustees for all Division of Research contracts and grants. You shall have this authority as long as you maintain your employment with Florida Atlantic University as Associate Vice President for Research of Sponsored Programs.

I expect you to exercise this authority in consultation with and under the supervision of the Vice President of Research, or in the absence of a person filling that position, in consultation with me.

This signature authority is to commence on the date noted above and shall supersede all prior delegations of such authority.

c: Gregg. Fields, Vice President for Research
Office of the General Counsel

DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT
TRUST FUND
AUTOMOBILE LIABILITY CERTIFICATE OF COVERAGE

Policy Number: AL-0201

Automobile Liability
Certificate of Coverage

Name Insured: Florida Atlantic University

Automobile Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, the Florida Vehicle No-Fault Law, and any rules promulgated thereunder.

Coverage Limits:

General Liability: **$200,000.00** each person
$300,000.00 each occurrence

Personal Injury: **$10,000.00** each person
$10,000.00 each occurrence

Inception Date: July 1, 2026

Expiration Date: July 1, 2027

CHIEF FINANCIAL OFFICER

STATE RISK MANAGEMENT TRUST FUND
AUTOMOBILE LIABILITY
CERTIFICATE OF COVERAGE

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby provided automobile liability coverage. Coverage shall be effective on the inception date at 12:01 a.m. standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

I. LIABILITY COVERAGE

A. Coverage - Bodily Injury and Property Damage

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay (but not to exceed the statutory limits as set forth by Section 768.28, Florida Statutes) for damages because of bodily injury, sickness or disease, including death at any time resulting therefrom (hereafter called bodily injury), sustained or alleged to have been sustained by any person or persons or injury to or destruction of property including loss of use thereof (hereafter called property damage), arising out of the ownership, maintenance, or use including loading or unloading of any owned, hired or non-owned automobile, caused by the negligent or wrongful act or omission of any officer, employee, agent or volunteer of the named insured, as such terms may be further defined herein or by administrative rule, while acting within the scope of his office or employment, pursuant to the provisions and limitations of Chapter 284, Part II and Section 768.28, Florida Statutes.

B. Defense, Settlement, Supplementary Payments

With respect to such coverage as is afforded by this certificate, the Fund shall:

(a) defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false, or fraudulent. The Fund will investigate all claims filed against the insured in order to determine the legal liability of the insured and to determine damages sustained by the claimant. The Fund will negotiate, settle, or deny the claim based on these findings and appropriate Florida law.

(b) pay all premiums on bonds to release attachments and on appeal bonds required in any such defended suit for an amount not in excess of the applicable limit of liability of this certificate;

(c) pay all expenses incurred by the Fund, all costs taxed against the insured in any such suit and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court such part of such judgment as does not exceed the limit of the Fund's liability thereon;

(d) pay expenses incurred by the insured for such immediate medical relief to others as shall be imperative at the time of the accident.

C. Definitions

The following definitions shall apply to liability coverages established herein:

(a) Named Insured - The department or agency named herein.

(b) Insured - The unqualified word "insured" shall include the State department or agency named herein, their officers, employees, agents, or volunteers acting within the course and scope of employment.

(c) Volunteer - Any person who of his own free will, provides goods or services to the named insured, with no monetary or material compensation as defined in Chapter 110, Part IV, Florida Statutes.

(d) Agent - Any person not an employee, acting under the direct control and supervision of a state agency or department, for the benefit of a state agency or department.

(e) Automobile - A land motor vehicle, motorcycle, trailer, or semi-trailer designed and licensed for use on public roads (including machinery or apparatus attached thereto), but does not include mobile equipment.

(f) Owned Automobile - An automobile owned by the named insured or leased under contract for six months or more.

(g) Hired Automobile - An automobile used under contract in behalf of or loaned to the named insured, provided such automobile is not owned by or leased under contract for six months or more, or registered in the name of (1) the named insured, or (2) an executive officer thereof, or (3) an employee or agent of the named insured who is granted an operating allowance for the use of such automobile.

(h) Non-owned Automobile - Any automobile which is not an owned or hired automobile.

(i) Trailer - The word trailer includes semi-trailer.

(j) Mobile Equipment - A land vehicle (including machinery or apparatus attached thereto), whether or not self-propelled; (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle; power cranes, shovels, loader, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well-servicing equipment.

D. Exclusions

This certificate does not apply to:

(a) any claim or judgment for punitive damages;

(b) interest for the period prior to judgment;

(c) that portion of the claim or judgment which is in excess of the statutory limits of liability;

(d) any judgment entered personally against any insured where the insured was found to have acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property;

(e) liability assumed by the insured under any contract or agreement;

(f) any obligation for which the named insured or any carrier as his insurer may be held liable under workers'

compensation, unemployment compensation or disability benefits law, or under any similar law;

(g) the owner of a hired automobile or any agent or employee of any such owner;

(h) to any action which may be brought against the State department or agency named herein by anyone who unlawfully participates in riot, unlawful assembly, public demonstration, mob violence, or civil disobedience if the claim arises out of such riot, unlawful assembly, public demonstration, mob violence, or civil disobedience;

(i) damage or destruction to property owned by the insured;

(j) liability related in any way with nuclear energy.

E. Conditions

1. Premium
   Premium charges shall be assessed in accordance with the provisions of Chapter 284, Part II, Florida Statutes, and any rules promulgated thereunder, utilizing a retrospective rating arrangement premium calculation method whereby 80% of the premium is based on losses actually incurred by the insured and 20% is based on the changes in risk exposures (vehicles, etc.) of an insured. The premium must be paid promptly by an insured agency from its operating budget upon receiving the premium bill or invoice.
2. Insured's duties in the Event of Occurrence, Claim or Suit
   (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured along with reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and all known witnesses, shall immediately be given by or for the insured to the Fund.
   (b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the Fund every demand, notice, summons, or other process received by him or his representative. Failure by the insured to advise the Fund of a claim or suit prior to a settlement or agreement or the insured otherwise obligating itself, shall void coverage by the Fund for that claim.
   (c) The insured shall cooperate with the Fund and, upon the Fund's request, assist in making settlements in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which coverage is afforded under this contract and the insured shall upon request, make available all agency records pertaining to a specific claim, shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation, or incur any expenses other than for first aid to others at the time of accident.
3. Limits of Liability
   The limits of liability expressed as applicable to "each person" is the limit of the Fund's liability for all damages including damages for care and loss of services, arising out of bodily injury and property damage sustained by one person as a result of any one occurrence; but the total liability of the Fund for all damages sustained by two or more persons as a result of any one occurrence shall not exceed the limit of liability as applicable to "each occurrence".
4. Insurance
   If there is insurance applicable to any claim, the coverage extended by this certificate shall not apply, except as excess insurance over any and all other available coverage.

II. PERSONAL INJURY PROTECTION

A. Coverage

The Fund will pay to:

(a) any insured injured while occupying an owned vehicle, or

(b) any other person injured while occupying the owned motor vehicle or while a pedestrian through being struck by the owned motor vehicle, in accordance with the Florida Motor Vehicle No-Fault Law, the following benefits:

(1) eighty percent (80%) of all reasonable and necessary medical expenses, and

(2) sixty percent (60%) of all loss of gross income and loss of earning capacity per individual from inability to work proximately caused by the injury sustained by the injured person, plus all expenses reasonably incurred in obtaining from others ordinary and necessary services in lieu of those that, but for the injury, the injured person would have performed without income for the benefit of his household, and

(3) funeral, burial or cremation expenses in an amount not to exceed $5,000.00 per individual, incurred as a result of bodily injury caused by an accident arising out of the ownership, maintenance or use of an owned motor vehicle.

B. Exclusions

This insurance does not apply:

(a) to an insured while occupying a motor vehicle of which the named insured is not the owner and which is not an owned motor vehicle under this coverage;

(b) to any person while operating the owned motor vehicle without the express or implied consent of the authorized person employed by the named insured;

(c) to any person, if such person's conduct contributed to his bodily injury under any of the following circumstances:

(1) causing bodily injury to himself or herself intentionally; or

(2) while committing a felony;

(d) to the extent that benefits are paid or payable under any workers' compensation law or Medicaid program;

(e) to any pedestrian, other than an insured, not a legal resident of the State of Florida;

(f) to any person, including an insured, if such person is the owner of a motor vehicle with respect to which security is required under Florida's Motor Vehicle No-Fault Law;

(g) to any person, including an insured, who is entitled to personal injury protection benefits from the owner of a motor vehicle which is not an owned motor vehicle under this endorsement or from the owner's insured;

(h) to any person who sustained bodily injury while occupying a motor vehicle located for use as a resident or premises;

(i) to any person who is incarcerated by the State, a ward of the State, or whose medical needs are otherwise provided for by the State of Florida or other governmental entity.

C. Limits of Liability: Other Insurance

Regardless of the number of persons insured, policies or bonds applicable, vehicles involved, or claims made, the total aggregated limit of personal injury protection benefits available under the Florida Motor Vehicle No-Fault Law from all sources combined, including this coverage, for all loss and expense incurred by or on behalf of any person who sustained bodily injury as the result of any one accident shall be $10,000.00, provided that payment for funeral, cremation or burial expenses included in the foregoing shall in no event exceed $2,500.00. Any statutory changes in the amount of these benefits will automatically supersede the amount stated in this Certificate of Coverage.

If benefits have been received under the Florida Motor Vehicle No-Fault Law from any insurer for the same item of loss and expense for which benefits are available under this coverage, the Fund shall not be liable to make duplicate payments to or for the benefit of the injured person.

D. Definitions

The following definitions shall apply to Personal Injury Protection coverages provided herein:

(a) Bodily Injury - Bodily Injury, sickness or disease, including death at any time resulting therefrom;
(b) Medical Expenses - Expenses for necessary medical, surgical, x-ray, dental, ambulance, hospital, professional nursing and rehabilitative services recognized and permitted under the law of the State of Florida and for an injured person who relies upon spiritual means through prayer along with healing in accordance with his religious beliefs;
(c) Named Insured - The department or agency named herein;
(d) Insured - Includes authorized individuals in the course and scope of their employment for the department or agency named herein;
(e) Motor Vehicle - Any self-propelled vehicle with four or more wheels which is of a type both designed and required to be licensed for use on the highways of this State and any trailer or semi-trailer designed for use with such vehicle and includes:
(1) a "private passenger motor vehicle" which is any motor vehicle which is a sedan, station wagon, jeep-type vehicle not used at any time as a public or delivery conveyance for passengers and, if not used primarily for occupational, professional, or business purposes, a motor vehicle of the pickup, panel, van, camper, or motor home type.
(2) a "commercial motor vehicle" which is any motor vehicle which is not a private passenger motor vehicle. The term "motor vehicle", however, does not include a mobile home or any motor vehicle owned by a municipality, a transit or public school transportation authority, or by a political subdivision of the State which is used in mass transit or public school transportation and designed to transport more than five passengers exclusive of the operator of a motor vehicle.
(f) Occupying - In or upon or entering into or alighting from;
(g) Owned Motor Vehicles - A motor vehicle of which the named insured is the owner and with respect to which:
(1) the bodily injury liability insurance of the policy applies;
(2) security is required to be maintained under the Florida Motor Vehicle No-Fault Law.
(h) Pedestrian - Person while not an occupant of any self-propelled vehicle;
(i) Owner - A person or organization who holds the legal title to a motor vehicle, including:
(1) a debtor having the right to possession, in the event a motor vehicle is the subject of a security agreement, and
(2) a lessee having the right to possession, in the event a motor vehicle is the subject of a lease with option to purchase and such agreement is for a period of six months or more, and
(3) a lessee having the right to possession, in the event a motor vehicle is the subject of a lease without option to purchase, and such lease agreement is for a period of six months or more, and the lease agreement provides that the lessee shall be responsible for securing the insurance.

E. Policy Period: Territory

The insurance under this section applies only to accidents which occur during the certificate period:
(a) in the State of Florida, and
(b) as respect the insured while occupying the insured motor vehicle outside the State of Florida, but within the United States of America, its territories or possessions or Canada.

F. Conditions

(a) Notice
In the event of an accident, written notice of the loss must be given to the Fund or any of its authorized agents as soon as practicable.
(b) Proof of Claim; Medical Reports and Examinations; Payment of Claim Withheld.
As soon as practicable, the person making claim shall give to the Fund written proof of claim, under oath if required, which may include full particulars of the nature and extent of the injuries and treatment received and contemplated, and such other information as may assist the Fund in determining the amount due and payable. Such person shall submit to mental and physical examinations at the Fund's expense when and as often as the Fund may reasonable require and a copy of the medical report shall be forwarded to such person if requested. If the person unreasonably refuses to submit to an examination, the Fund will not be liable for subsequent personal injury protection benefits.

III. GENERAL COVERAGE CONDITIONS

A. Audit

The Fund shall be permitted to examine and audit the insured's books and records at any time during the term of this certificate and any extension thereof and within three years after the final termination of this certificate, as far as they relate to the premium bases or the subject matter of the certificate.

B. Action against the Fund

No action shall lie against the Fund unless, as a condition precedent thereto, the insured has fully complied with all of the terms of this certificate and the provisions of Section 768.28, Florida Statutes.

C. Severability of Interests

The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the Fund's liability.

D. Two or More Automobiles

The terms of this certificate apply separately to each automobile insured hereunder, but a motor vehicle and a trailer or trailers attached thereto shall be held to be one automobile as respects to limits of liability.

E. Term of Coverage

This certificate is issued for the purpose of confirming coverage as contemplated by Chapter 284, Part II, provisions or coverages in this certificate and the provisions of any Florida Statutes or laws including, but not limited to the aforesaid, the statutes and laws shall control.

F. Cancellation

Failure of the Fund to receive the amount of premiums billed to the insured agency within the time frames allowed by law may result in cancellation of the certificate of coverage. Payments must be made promptly from the insured's operating budget upon receipt of the premium bill as specified in Section 284.36, Florida Statutes, and lack of prompt payment will result in a request from the Fund to the Comptroller to transfer premiums from any available funds of the delinquent agency under the provisions of Section 284.44(7), Florida Statutes.

G. Self-Insurance Coverage

Coverage for defending and paying claims under this certificate is provided under the authority of Chapter 284, Florida Statutes, wherein the state is authorized to administer a self-insurance program. Provision of this certificate does not constitute the issuance of insurance other than on a self-insurance basis, and payment of any covered claim obligations is contingent upon availability of legislative funding.

DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT TRUST FUND
GENERAL LIABILITY
CERTIFICATE OF COVERAGE

Policy Number: GL-0201

General Liability
Certificate of Coverage

Name Insured: Florida Atlantic University

General Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Coverage Limits:

General Liability: **$200,000.00** each person

$300,000.00 each occurrence

Inception Date: July 1, 2026

Expiration Date: July 1, 2027

CHIEF FINANCIAL OFFICER

DFS-D0-863
Effective 07/23
Rule 69H-2.004, F.A.C.

DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT TRUST FUND
GENERAL LIABILITY
CERTIFICATE OF COVERAGE

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby provided general liability coverage. Coverage shall be effective on the inception date at 12:01 a.m. standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

I. COVERAGES

General Liability Coverage--Bodily and Property Damage
To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any officer, employee, agent or volunteer of the named insured, as such terms may be further defined herein or by administrative rule, while acting within the scope of his office or employment, pursuant to the provisions and limitations of Chapter 284, Part II and Section 768.28, Florida Statutes.

II. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

With respect to such coverage as is afforded by this certificate, the Fund shall:

(a) defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false, or fraudulent.–The Fund will investigate all claims filed against the insured in order to determine the legal liability of the insured and to determine damages sustained by the claimant. The Fund will negotiate, settle, or deny the claim based on these findings and appropriate Florida law.

(b) pay all premiums on bonds to release attachments and on appeal bonds required in any such defended suit for an amount not in excess of the applicable limit of liability established in this certificate;

(c) pay all expenses incurred by the Fund, all costs taxed against the insured in any such suit, and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court that part of such judgment as does not exceed the limit of the Fund's liability thereon;

(d) pay expenses incurred by the insured for such immediate medical relief to others as shall be imperative at the time of the accident.

III. DEFINITIONS

(a) Named Insured - The department or agency named herein.

(b) Insured - State department or agency named herein, their officers, employees, agents or volunteers.

(c) Volunteer - Any person who of his own free will, provides goods or services to the named insured, with no monetary or material compensation as defined in Chapter 110, Part IV, Florida Statutes.

(d) Agent - Any person not an employee, acting under the direct control and supervision of a state agency or department, for the benefit of a state agency or department.

(e) Automobile - A land motor vehicle, trailer, or semi-trailer designed and licensed for use on public roads (including machinery or apparatus attached thereto), but does not include mobile equipment.

(f) Mobile Equipment - A land vehicle (including machinery or apparatus attached thereto), whether or not self-propelled;

(1) not subject to motor vehicle registration, or

(2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or

(3) designed for use principally off public roads, or

(4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle; power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding, and building cleaning equipment; and geophysical exploration and well-servicing equipment.

IV. EXCLUSIONS

This certificate does not apply:

(a) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:

(1) any automobile owned or operated by or rented or loaned to any insured, or

(2) any other automobile operated by any person in the course of his employment by any insured, but this exclusion does not apply to the parking of an automobile on premises owned by, rented to, or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by, rented, or loaned to any insured;

(b) to any action which may be brought against the named insured by anyone who unlawfully participates in riot, unlawful assembly, public demonstration, mob violence, or civil disobedience if the claim arises out of such riot, unlawful assembly, public demonstration, mob violence, or civil disobedience;

(c) to any obligation for which the insured or the Fund may be held liable under any employer's liability or workers' compensation law;

(d) to property damage to property owned or occupied by the insured;

(e) to property damage to premises alienated by the insured arising out of such premises or any part thereof;

(f) to loss of use of tangible property which has not been physically injured or destroyed, resulting from:

(1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement;

(2) the failure of the named insured's products, or work performed by or on behalf of the named insured to meet the level of performance, quality fitness, or durability warranted or represented by the named insured;

(g) to property damage to the named insured's products arising out of such products or any part of such products;

(h) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts, or equipment furnished in connection therewith;

(i) eminent domain proceedings or damage to persons or property of others arising therefrom;
(j) to punitive damages;
(k) to actions of insureds committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property;
(l) to professional medical liability of the Board of Regents, the physicians, officers, employees, or agents of the Board;
(m) to liability related in any way with nuclear energy;
(n) to liability assumed by the insured under any contract or agreement;
(o) to final judgments in which the insured has been determined to have caused the harm intentionally;
(p) to awards for injunctive, declaratory, or prospective relief rendered against an insured by any federal or state court, agency or commission.

V. CONDITIONS

A. Premium

Premium charges shall be assessed in accordance with the provisions of Chapter 284, Part II, Florida Statutes, and any rules promulgated thereunder utilizing a retrospective rating arrangement premium calculation method whereby 80% of the premium is based on losses actually incurred by the insured and 20% is based on the changes in risk exposures (employees, etc.) of an insured. The premium must be paid promptly by an insured agency from its operating budget upon receiving the premium bill or invoice.

B. Audit

The Fund shall be permitted to examine and audit the insured's books and records at any time during the term of this coverage and any extension thereof, and within three years after the final termination of this coverage, as far as they relate to the premium bases or the subject matter of this coverage.

C. Insured's Duties in the Event of Occurrence, Claim or Suit

(1) Event of Occurrence

Written notice containing particulars sufficient to identify the insured, along with reasonably obtainable information with respect to the time, place and circumstances thereof, the names and addresses of the injured and all known witnesses, shall immediately be given by or for the insured to the Fund.

(2) Notice of Claim or Suit

If claim is made by suit brought against the insured, the insured shall immediately forward to the Fund every demand, notice, summons, or other process received by him or his representative. Failure by the insured to advise the Fund of a claim or suit prior to a settlement agreement or the insured otherwise obligating itself, shall void coverage by the Fund, for that claim.

(3) Assistance and Cooperation of the Insured

The insured shall cooperate with the Fund and, upon the Fund's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which coverage is afforded under this certificate, and the insured shall upon request, make available all agency records pertaining to a specific claim, shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expenses other than for first aid to others at the time of accident.

(4) Action Against the Fund

No action shall lie against the Fund unless, as a condition precedent thereto, the insured shall have been in full compliance with all of the terms of this certificate and the provisions of applicable Florida Statutes.

(5) Severability of Interest

The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the Fund's liability.

(6) Limits of Liability

The limit of liability expressed as applicable to "each person" is the limit of the Fund's liability for all damages, including damages for care and loss of services, arising out of personal injury and property damage sustained by one person as a result of any one occurrence; but the total liability of the Fund for all damages sustained by two or more persons as a result of any one occurrence shall not exceed the limit of liability as applicable "each occurrence".

(7) Other Insurance

If there is insurance applicable to any claim, the coverage extended by this certificate shall apply only as excess insurance over any and all other applicable insurance.

(8) Terms of Coverage

This certificate is issued for the purpose of confirming coverage as contemplated by Chapter 284, Part II, Florida Statutes. In the event of any conflict between provisions or coverages in this certificate and the provisions of any Florida Statutes or laws including, but not limited to the aforesaid, said statutes and laws shall control.

(9) Cancellation

Failure of the Fund to receive the amount of premiums billed to the insured agency within the time frames allowed by law may result in cancellation of the certificate of coverage. Payments must be made promptly from the insured's operating budget upon receipt of the premium bill as specified in Section 284.36, Florida Statutes, and lack of prompt payment will result in a request from the Fund to the Comptroller to transfer premiums from any available funds of the delinquent agency under the provisions of Section 284.44(7), Florida Statutes.

D. Self-Insurance Coverage

Coverage for defending and paying claims under this certificate is provided under the authority of Chapter 284, Florida Statutes, wherein the state is authorized to administer a self-insurance program. Provision of this certificate does not constitute the issuance of insurance other than on a self-insurance basis, and payment of any covered claim obligations is contingent upon availability of legislative funding.

DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT
TRUST FUND

Policy Number: WC-0201

State Employee Workers' Compensation and Employer's Liability Certificate of Coverage

Name Insured: Florida Atlantic University

Coverage Limits:

Coverage A - Compensation coverage is provided to comply with the applicable State Workers' Compensation, Occupational Disease Laws and any rule promulgated thereunder.

Coverage B **$200,000.00** each person
$300,000.00 each occurrence

Inception Date: July 1, 2026
Expiration Date: July 1, 2027

CHIEF FINANCIAL OFFICER

STATE RISK MANAGEMENT TRUST FUND
STATE EMPLOYEE WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY
CERTIFICATE OF COVERAGE

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby entitled to workers' compensation coverage as set forth in the Workers' Compensation Laws and to employer's legal liability coverage as established herein. Coverage shall be effective on the inception date at 12:01 a.m., standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

I. Coverages

A. Coverage A - Workers' Compensation
To pay promptly when due all compensation and other benefits required of the insured by the Workers' Compensation Laws.

B. Coverage B - Employer's Liability
To pay on behalf of the insured all sums which the insured shall become liable to pay as damages because of bodily injury by accident or disease, including death, at any time resulting therefrom, which are sustained by an employee of the insured and which arise out of and in the course of his employment with the insured in the United States of America, its territories or possessions, or while temporarily employed outside the United States of America, its territories or possessions.

II. Defense, Settlement, Supplementary Payments
As respects the insurance afforded by the other terms of this certificate, the Fund shall:
(a) defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false, or fraudulent. The Fund will investigate all claims filed against the insured in order to determine the legal liability of the insured and to determine damages sustained by the claimant. The Fund will negotiate, settle, or deny the claim based on these findings and appropriate Florida law.
(b) pay all expenses incurred by the Fund, all costs taxed against the insured in any such proceeding or suit, and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court such part of such judgment as does not exceed the limit of the Fund's liability thereon;
(c) pay amounts incurred under this insuring certificate, except settlements of claims and suits, in addition to the amounts payable under Coverage A, or the applicable limit of liability under Coverage B.

III. Definitions
(a) Workers' Compensation Law - The workers' compensation law and any occupational disease law of a state designated in this certificate, but does not include those provisions of any such law which provide non-occupational disability benefits.
(b) State - Any state or territory of the United States of America and the District of Columbia.
(c) Bodily Injury by Accident - Bodily Injury by Disease - The contraction of disease is not an accident within the meaning of the word "accident", as used in the term "bodily injury by accident", and only such disease as results directly from a bodily injury by accident is included within the term "bodily injury by accident". The term "bodily injury by disease" includes only such disease as is not included within the term "bodily injury by accident".
(d) Assault and Battery - Under Coverage B, Assault and Battery shall be deemed an accident unless committed by or at the direction of the insured.

IV. Applications of Coverage
This certificate applies only to (1) injury by accident occurring during the coverage period, or (2) occupational injury by disease as such is defined by law which occurs during the coverage period.

V. Exclusions
This certificate does not apply under Coverage B:
(a) to any claim or judgment for punitive damages;
(b) to any claim for interest for the period prior to judgment;
(c) to that portion of a claim or judgment which is in excess of the statutory limits of liability;
(d) to liability assumed by the insured or any third party pursuant to any contract or agreement in writing;
(e) to any obligation for which the named insured or any carrier as his insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits laws, or under any similar law;
(f) to any action by officers, employees, agents, or volunteers as defined in Chapter 110, Part V, Florida Statutes, committed in bad faith, or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

VI. Conditions:

A. Premium
Premium charges shall be assessed in accordance with the provisions of Chapter 284, Part II, Florida Statutes, and any rules promulgated thereunder utilizing a retrospective rating arrangement premium calculation method whereby 80% of the premium is based on losses actually incurred by the insured and 20% is based on the changes in risk exposures (employees, volunteers, etc.) of an insured. The premium must be paid promptly by an insured agency from its operating budget upon receiving the premium bill or invoice.

B. Inspection

The Fund shall be permitted, but not obligated, to inspect at any reasonable time, the workplaces, operations, machinery, and equipment covered by this certificate. Neither the right to make inspections, nor the making thereof, nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the insured or others, to determine or warrant that such workplaces, operations, machinery, or equipment are safe.

C. Insured's Duties in the Event of Injury, Claim or Suit

(1) Notice of Injury

When an injury occurs, notice shall be given immediately, in accordance with current reporting procedures by the insured to the Fund. Such notice shall contain particulars sufficient to identify the insured along with reasonably obtainable information respecting the time, place, circumstances of the injury, the names and addresses of the injured and all known witnesses. Such notice is to be directed to the Division of Risk Management, Bureau of State Employees' Workers' Compensation Claims, P. O. Box 8020, Tallahassee, Florida 32314-8020, or to contract service vendor in accordance with current reporting procedures.

(2) Notice of Claim or Suit

If claim is made or suit or other proceedings is brought against the insured, the insured shall immediately forward to the Fund every demand, notice, summons, or other process received by it or its representative.

(3) Assistance and Cooperation of the Insured

The insured shall cooperate with the Fund, and at its request, shall attend hearings and trials, assist in effecting settlements, secure and give evidence, obtaining the attendance of witnesses. The insured shall not except at its own cost, voluntarily make any payment, assume any obligation, or incur any expense other than for such immediate medical and other services at the time of injury as are required by the Workers' Compensation Law.

(4) Statutory Provisions - Coverage A

The Fund shall be directly and primarily liable to any person entitled to the benefits of the Workers' Compensation Law under this certificate. The obligations of the Fund may be enforced by such person, or for his benefit, by any agency authorized by law, whether against the Fund alone or jointly with the insured. As between the employee and the Fund, notice or knowledge of the injury on the part of the insured shall be notice or knowledge, as the case may be, on the part of the Fund. The Fund shall, in all things, be bound by and subject to the findings, judgments, awards, decrees, orders or decisions rendered against the insured in the form and manner provided by law and within the terms, limitations, and provisions of this certificate not inconsistent with existing law.

All of the provisions of the Workers' Compensation Law shall be and remain a part of this coverage as fully and completely as if written herein insofar as coverage applies to compensation and other benefits provided by this certificate and in respect to special taxes, payments into security or other special funds, and assessments required of or levied against compensation insurance carriers under the Workers' Compensation Law.

The insured shall reimburse the Fund for any payments required of the Fund under the Workers' Compensation Law, which are made in excess of the benefits regularly provided by such law, solely because of injury to (a) any employee by reason of the serious and willful misconduct of the insured, or (b) any employee employed by the insured in violation of law with the knowledge or acquiescence of the insured or any executive officer thereof.

(5) Limits of Liability - Coverage B

The words "damages because of bodily injury by accident or disease, including death at any time resulting therefrom" in Coverage B include damages for care and loss of services and damages for which the insured is liable by reason of suits or claims brought against the insured by others because of such bodily injury sustained by employees of the insured arising out of and in the course of their employment. The limits of liability for Coverage B are those established by Section 768.28, Florida Statutes.

(6) Other Insurance

Coverage A - If the insured has other insurance against a loss covered by this certificate, the Fund shall not be liable to the insured hereunder for (1) a greater proportion of such loss than the amount which would have been payable under this certificate had no such other insurance existed, and (2) the amount which would have been payable under each other policy applicable to such loss had each such policy been the only policy so applicable.

Coverage B - If there is a valid and collectible policy of insurance applicable to any otherwise valid claim hereunder, the coverage extended by this certificate shall not apply.

(7) Subrogation

In the event of any payment under this certificate, the Fund shall be subrogated to all rights of recovery therefor of the insured and any person entitled to the benefits of this coverage against any person or organization, and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

(8) Cancellation

Failure of the Fund to receive the amount of premiums billed to the insured agency within the time frames allowed by law may result in cancellation of the certificate of coverage. Payments must be made promptly from the insured's operating budget upon receipt of the premium bill as specified in Section 284.36, Florida Statutes, and lack of prompt payment will result in a request from the Fund to the Comptroller to transfer premiums from any available funds of the delinquent agency under the provisions of Section 284.44(7), Florida Statutes.

(9) Terms of Coverage Conformed to Statute

Terms of this certificate which are in conflict with the provisions of the Workers' Compensation Law, or Section 768.28, Florida Statutes, are hereby amended to conform to such laws.

(10) Self-Insurance Coverage

Coverage for defending and paying claims under this certificate is provided under the authority of Chapter 284, Florida Statutes, wherein the state is authorized to administer a self-insurance program. Provision of this certificate does not constitute the issuance of insurance other than on a self-insurance basis, and payment of any covered claim obligations is contingent upon availability of legislative funding.