

INTERNSHIP AGREEMENT

THIS INTERNSHIP AGREEMENT ("Agreement") is hereby made and entered into on this 17th day of May 2016 ("Execution Date") by and between the School Board of Pinellas County, Florida, 301 Fourth Street SW, Largo, FL 33770, (hereinafter referred to as "Intern Provider"), and the City of St. Petersburg, Florida, One Fourth Street North, St. Petersburg, FL 33701, (hereinafter referred to as "City") (collectively, the "Parties").

WITNESSETH

WHEREAS, the City and Intern Provider want to provide an internship program ("Internship Program") for the benefit of various individuals (each an "Intern") to learn about the services and operations of the City; and

WHEREAS, a description of the Internship Program is set forth in Appendix A, which is attached to this Agreement; and

WHEREAS, the goal of the Internship Program is for each Intern to obtain the skills, experience, and knowledge to maximize their employment opportunities.

NOW, THEREFORE, for and in consideration of the foregoing recitals (all of which are hereby adopted as an integral part of this Agreement), the mutual promises, covenants, and conditions herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. TERM OF AGREEMENT. This Agreement shall become effective on the Execution Date and shall terminate upon the completion of the Internship Program ("Term"), unless otherwise terminated as provided for herein.
2. NO DISCRIMINATION. Neither the Intern Provider nor the City shall discriminate with regard to participation in the Internship Program on the basis of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information or other protected category.
3. PARTICIPANT RELEASE AND INDEMNITY AGREEMENT. The Intern Provider shall be responsible for: (i) requiring each Intern to execute the Release and Indemnity Agreement, which is attached hereto as Appendix B, and (ii) providing the executed Release and Indemnity Agreement for an Intern to the City prior to such Intern starting the Internship Program.
4. REMOVAL OF INTERNS. The Intern Provider acknowledges and agrees that the City, in its sole and absolute discretion, reserves the right to remove any Intern from the Internship Program or require the Intern Provider to remove any Intern from the Internship Program, if the City determines such removal is in the best interest of the City.

5. NO EMPLOYMENT. The Intern Provider acknowledges and agrees that an Intern shall not (i) be considered an employee of the City for any purpose; (ii) have any authority to act on behalf of the City or as the City's agent; or (iii) receive any payment or benefit, monetary or non-monetary, including but not limited to worker's compensation benefits, as a result of participating in the Internship Program pursuant to this Agreement. The Intern Provider also agrees that it shall not be provided any payment or compensation for this Agreement.

6. TERMINATION. This Agreement may be terminated by either party for its convenience upon providing thirty (30) days prior written notice to the other party. In the event that there is any Intern currently participating in the Internship Program, termination pursuant to this paragraph shall not become effective until Intern completes all the requirements of the Internship Program unless Intern is removed from the Internship Program pursuant to this Agreement. If Intern is removed from the Internship Program pursuant to this Agreement, termination shall become effective on the removal date.

7. COMPLIANCE WITH LAWS.

A. The City and Intern Provider shall comply with all current and future applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Florida Laws related to public records (e.g. Chapter 119, Florida Statute), Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Fair Labor Standards Act, and the Americans with Disabilities Act.

B. In the event that Intern Provider receives a public records request regarding the Internship Program pursuant to Chapter 119, Florida Statutes, Intern Provider shall immediately notify the City Clerk's Office and obtain written approval from the City Clerk's Office prior to releasing or disclosing public records because confidentiality and exemptions may apply; however, nothing in this provision shall prevent Intern Provider, which is a public agency, from discharging its obligations under Chapter 119, Florida Statutes.

C. The Intern Provider shall be responsible for ensuring that any Intern participating in the Internship Program comply with all applicable Laws, the rules and regulations of the Internship Program and the policies and procedures of the City.

8. RELEASE AND INDEMNIFICATION. In consideration for the City allowing the Internship Program, Intern Provider voluntarily assumes, to the extent of the waiver of sovereign immunity in s. 768.28, F.S., all risks of accidents, injury and damage, to an Intern and his or her property and hereby releases and discharges the City and its employees, agents, officers, elected and appointed officials, and volunteers (collectively, "Indemnified Parties") from every claim, liability, and demand of any kind. Further, Intern Provider shall defend at its expense, pay on behalf of, hold harmless and indemnify, to the extent of the waiver of sovereign immunity in s.

768.28, F.S., the Indemnified Parties from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including but not limited to costs, expenses and attorneys' and experts' fees at trial and on appeal and Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities, which Claims are alleged to have arisen out of or in connection with, in whole or in part (i) the performance of this Agreement (including any amendments thereto) by Intern Provider, its employees, agents, representatives; (ii) the failure of Intern Provider, its employees, agents, representatives or any Intern to comply and conform with applicable Laws; (iii) any negligent act or omission of the Intern Provider, its employees, agents, representatives or any Intern, whether or not such negligence is claimed to be either solely that of the Intern Provider, its employees, agents, representatives or any Intern, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) any reckless or intentional wrongful act or omission of the Intern Provider, its employees, agents, representatives or any Intern. Nothing herein is intended to be construed as, nor shall be construed as, a waiver of applicable sovereign immunity benefits under Florida law.

9. INSURANCE.

A. Intern Provider shall carry the following minimum types and amounts of insurance at its own expense during the Term or provide evidence of self-insurance under Florida law:

- 1) Commercial general liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate in occurrences form. This policy shall include coverage for (i) personal injury or death or property damage or destruction; (ii) business interruption; (iii) fire legal liability in the minimum amount of One Hundred Thousand Dollars (\$100,000); and (iv) contractual liability under this Agreement.
- 2) Workers Compensation insurance as required by Florida law and Employers Liability insurance in an amount of at least \$100,000 each accident, \$100,000 per employee, and \$500,000 for all diseases.

B. If required by the City's Risk Management Department, Intern Provider shall obtain and carry the following additional types and amounts of insurance at its own expense during the Term:

- 1) Sexual Molestation Insurance with minimum limits of \$1,000,000.

C. All of Intern Provider's insurance policies, except Workers Compensation, shall name the Indemnified Parties as additional insureds. All policies shall provide that the City will be provided notice at least thirty (30) days prior to any cancellation, reduction or material change

in coverage. Intern Provider shall provide the City with Certificates of Insurance on a standard ACORD form reflecting all required coverage. At the City's request, Intern Provider shall provide copies of current policies with all applicable endorsements. All insurance required shall be provided by responsible insurers licensed in the State of Florida and rated at least A- in the then current edition of Best's Insurance Guide.

D. Intern Provider hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier.

E. The City shall have the right to reasonably increase the amount or expand the scope of insurance to be maintained by Intern Provider hereunder from time to time.

10. EFFECT OF ILLEGALITY. If a court of competent jurisdiction or an administrative agency having authority to regulate either of the Parties holds this Agreement (or any portion of this Agreement) or the obligations to be performed pursuant to this Agreement illegal, invalid, or unenforceable, then this Agreement shall be automatically suspended. If this Agreement is suspended, the Parties agree to discuss amending this Agreement to eliminate the illegal, invalid or unenforceable aspects of this Agreement. If this Agreement is not amended within sixty (60) of the suspension, then this Agreement shall automatically terminate upon the lapse of the sixtieth (60th) day.

11. NOTICE. Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

CITY

INTERN PROVIDER

City of St. Petersburg
One Fourth Street North
St. Petersburg, FL 33701
Attn: _____
Phone: _____

School Board of Pinellas County
301 Fourth Street SW
Largo, FL 33770
Attn: Mark Hunt
Phone: (727) 588 6006

12. ASSIGNMENT. Intern Provider shall make no assignment of any of its rights, duties, or obligations under this Agreement without the City's prior written consent, which consent may be withheld by the City in its sole and absolute discretion.

13. AMENDMENT. This Agreement may be amended only in writing executed by the Parties.

14. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, whether oral or written, between them.
15. NO THIRD PARTY BENEFICIARIES. No persons other than the Intern Provider and City and their successors and assigns shall have any rights whatsoever under this Agreement.
16. SURVIVAL. All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.
17. PERMITS AND LICENSES. Intern Provider shall be responsible for obtaining any and all necessary permits, licenses, certifications and approvals which may be required by any government agency in connection with Intern Provider's performance of this Agreement.
18. NO WAIVER. No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by Intern Provider shall not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.
19. GOVERNING LAW; VENUE. This Agreement shall be construed pursuant to and governed by the laws of the State of Florida. Venue for any action arising hereunder or in connection herewith shall be exclusively within Pinellas County, Florida with respect to any state claim, and the Middle District of Florida, Tampa Division, for any federal claims not raised in the state courts.
20. HEADINGS. The headings are inserted for the convenience of the Parties and shall not affect the meaning, construction, or interpretation of this Agreement.
21. INDEPENDENT ENTITIES. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts.
22. DUE AUTHORITY. Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.

23. APPENDICES. Each appendix to this Agreement, including all attachments to each appendix is an essential part hereof and is incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written.

SCHOOL BOARD OF PINELLAS COUNTY:

By: _____
Print: _____
Title: _____

ATTEST: _____
Dr. Michael A. Grego, Superintendent

Approved as to Form and Content:

David Kayman
School Board of Pinellas County, Attorney's Office

CITY OF ST. PETERSBURG, FLORIDA

By: _____
Print: _____
Title: _____

ATTEST:

(SEAL)

City Clerk (Designee)

Approved as to Form and Content:

City Attorney (Designee)

APPENDIX A

Description of Internship Program

The City and Intern Provider are entering into the INTERNSHIP AGREEMENT for the purpose of providing selected Interns with the opportunity to earn academic credit hours while gaining hands-on experience working in a field related to their educational or career goals. Intern Provider will select Interns for participation in the Internship Program.

Upon Intern Provider's selection of an Intern, the City and Intern Provider shall work together to attempt to place the selected Intern in the department or office most suited to their educational or career goals and identify the duties and responsibilities to which Intern will be assigned.

Before beginning the Internship Program, any selected Intern will be assigned a supervisor and notified of their work schedule. Interns will be provided with the training and supervisory support reasonably necessary to complete their assigned duties and responsibilities.

Where applicable, Interns will be provided all equipment and tools necessary for the performance of assigned duties that would normally be provided to City employees for such purposes.

Interns will perform work assignments under the direct supervision of City personnel and receive regular feedback regarding their performance.

APPENDIX B

IMPORTANT – INTERN AGREES:

_____ [Insert Name] _____ (“Intern”), by my own request, desire to participate in the Internship Program to learn about the services and operations of the City of St. Petersburg, Florida (“City”). The Internship Program is intended to assist Intern in achieving personal, educational, and career goals, and is solely educational in nature.

Intern agrees to obey all lawful instructions given by City employees supervising any activity to which Intern may be assigned. Intern shall comply with all applicable laws, the rules and regulations of the Internship Program, and the City’s policies and procedures.

Intern acknowledges and agrees that Intern shall not (i) be considered an employee of the City for any purpose; (ii) have any authority to act on behalf of the City; nor (iii) receive any payment or benefit, monetary or non-monetary, including but not limited to worker's compensation benefits, as a result of participating in the Internship Program.

A criminal background investigation and credit check may be required before Intern is given final approval to participate in the Internship Program. Intern affirms that all personal information provided is true and correct. Intern understands that the City will **NOT** preclude anyone from participating in the Internship Program based on race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information or other protected category. Intern understands that providing false information may eliminate Intern from the Internship Program and may impact future employment with the City.

The attached Adult Release, Waiver, Hold Harmless and Indemnity Agreement must be signed before Intern may participate in the Internship Program. Intern understands this constitutes a waiver of legal rights and that Intern must read the Adult Release, Waiver, Hold Harmless and Indemnity Agreement carefully before signing it. Intern understands and acknowledges that discussion of said agreement with an attorney is encouraged.

Intern:

Print Name: _____ Signature: _____ Date: _____

Adult Release, Waiver of Claims, Hold Harmless and Indemnity Agreement

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

1. I, personally and on behalf of my heirs, personal representatives, executors and assigns, hereby release, waive, discharge and covenant not to sue the City, its City Council, Mayor, any City department or subdivision, its employees, servants, representatives, officers, agents, volunteers, and successors and assigns (hereinafter collectively referred to as "Releasees"), of and from any and all claims, demands, actions, causes of action, judgments, costs, expenses, court costs, attorneys' fees or other damages or liability of any nature whatsoever, including but not limited to personal injury, property damage, or wrongful death, whether caused by the sole, contributory, or gross negligence of Releasees or otherwise, or whether arising out of any defect, or presence or absence of any condition in or on any City property, premises, or right of way or in any City vehicle, which against Releasees I ever had, now have, or can, shall, or may have upon or by reason of, directly or indirectly relating to, or arising from, my participation in the Internship Program.
2. I voluntarily and expressly assume full responsibility for any risk of bodily injury, death, and property damage due to the negligence whether sole, contributory, or gross negligence, of any or all Releasees while I participate in the Internship Program.
3. I hereby agree to defend at my expense, pay on behalf of, indemnify, and save and hold harmless Releasees from and against any and all claims, demands, liens, liabilities, judgments, losses and damages (whether or not a lawsuit is filed) including, but not limited to costs, expenses, and attorneys' fees at trial and on appeal for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities, which damage or injuries are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly, my participation in the Internship Program, including without limitation damage or injuries alleged or claimed to have arisen out of or in connection with my negligence whether sole, contributory, or gross, whether or not the damage or injuries are alleged or claimed to have arisen in part due to any negligence of the Releasees or other third party, my intentional wrongful acts or omissions, or my failure to comply with applicable laws, rules, regulations, standards and ordinances.
4. I acknowledge that this Adult Release, Waiver of Claims, Hold Harmless and Indemnity Agreement, including my name and phone number, could become a public record pursuant to Florida Statute Section 119 and will be available to members of the public upon their request.
5. I expressly agree that this Adult Release, Waiver of Claims, Hold Harmless and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida, and that if any portion of this Adult Release, Waiver of Claims, Hold Harmless and Indemnity Agreement is held to be invalid, it is agreed that the remaining provisions shall, notwithstanding, continue in full legal force and effect.
6. I hereby acknowledge that I am at least eighteen (18) years of age and fully competent and legally able to execute this Adult Release, Waiver of Claims, Hold Harmless and Indemnity Agreement, and that I intend to bind myself by the terms hereof.

7. I have read and voluntarily signed this Adult Release, Waiver of Claims, Hold Harmless and Indemnity Agreement, and further agree that no representations, statements or inducements apart from the foregoing have been made.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed this ___ day of _____, 20__.

Intern:

Print Name: _____ Signature: _____ Date of Birth: _____

Witness Signature (City Representative): _____ Print Name: _____

Send original of this completed form to Risk Management and a copy to division supervisor