

INTERNSHIP AGREEMENT

THIS INTERNSHIP AGREEMENT (“Agreement”) is hereby made and entered into on ___ day of _____, 20__ (“Execution Date”) by and between the _____, _____ (address), (hereinafter referred to as “Intern Provider”), and City of St. Petersburg, _____ (address) St. Petersburg, FL 33701, (hereinafter referred to as “City”) (collectively, “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 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 gender, race, color, religion, ethnic or national origin, age, sexual orientation, or disability.
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 the City for its convenience upon providing thirty (30) days prior written notice to the Intern Provider. 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 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.

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 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 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.

9. INSURANCE.

A. Intern Provider shall carry the following minimum types and amounts of insurance at its own expense during the Term:

- 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, the Intern Provider shall obtain and carry the following additional types and amounts of insurance at its own expense:

- 1) Commercial Auto Liability with minimum limits of \$1,000,000 Combined Single Limit covering any auto including any owned or hired auto.
- 2) Professional Liability insurance with minimum limits of \$1,000,000.
- 3) 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 any 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 (60) 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

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.

[NAME OF INTERN PROVIDER]:

By: _____
Print: _____
Title: _____

CITY OF ST. PETERSBURG, FLORIDA

By: _____
Print: _____
Title: _____

ATTEST:

(SEAL)

City Clerk (Designee)

Approved as to Form and Content:

City Attorney (Designee)
Final document no 194862