

**Memorandum of Understanding between  
Els for Autism Foundation, Inc., and the City of Greenacres for Work Experience  
Program**

**RECITALS**

This Memorandum of Understanding (“MOU”) is entered into this \_\_\_ January \_\_\_\_\_ day of \_\_\_\_\_ 24 \_\_\_\_\_, 2024 by and between Els for Autism Foundation, Inc., a Florida not-for-profit corporation (“Els for Autism”), and the City of Greenacres, a Florida municipal corporation (“work site” or “City”).

**WHEREAS**, Els for Autism is a non-profit organization that provides lifetime services and collaborative partnerships for persons with autism spectrum disorder (“ASD”); and

**WHEREAS**, the purpose of this MOU is to establish a collaborative relationship between the City and Els for Autism in securing training opportunities for persons with ASD; and

**WHEREAS**, Els for Autism’s services include a Work Experience Program, as further described in Section 2 below, that offers internship-like work experiences for adults with ASD (“Participants”); and

**WHEREAS**, the City would like to contribute to the Work Experience Program by providing opportunities for professional development to Participants within the City’s Community and Recreation Services Department (“CRS”); and

**WHEREAS**, the City and Els for Autism can benefit mutually from the placement of Participants in the CRS; and

**NOW, THEREFORE**, the parties to this MOU set forth the following as the terms and conditions of their understanding:

1. The foregoing recitals are true and correct and are incorporated herein.
2. **Work Experience Program:** - The Work Experience Program (“WE”), is an internship-style employment learning experience for those enrolled with the Els for Autism Foundation. This experience is structured for the participant to gain useful hands-on employment experience in a field of interest for them.
  - An Els for Autism Foundation Employment Specialist/Job Coach will be onsite for the duration of the program with up to 4 Participants. The Employment Specialist/Job Coach role is to assist the work site supervisors to support those working in their department while promoting independence and creating natural supports.
  - Work Site supervisors will be providing training and onboarding for each of the Participants and will be provided with support as needed from the Employment Specialist/Job Coach.

Prior to the start of the WE program; Els for Autism will provide a sensitivity training on ASD to the Work Site staff to ensure all staff are familiar with autism. Further, the Employment Specialist/Job Coach will schedule time to be trained in the areas of the work site in which the Participants will work. During this training time, the Employment Specialist/Job Coach will need to take videos and/or photos to create visual supports for the employees participating in the WE program.

Prior to the first day of the program, an Orientation session will be conducted at the Work Site, with Participants, key family members, site supervisors, and any other personnel the Work Site needs present. The Orientation session will allow for onsite supervisors to meet Participants, any additional items to be reviewed, and a tour of the facility to be provided.

A banquet is held at the close of the program at Els for Autism to celebrate the successful completion of the training program to include supervisors and other personnel involved in the program.

Upon completion of the program, the Work Site may employ any of the Participants; however, this is not a requirement. Arrangements can be made should the Work Site wish to employ a participant sooner than completion of the program. If the Work Site does employ anyone from the program, Els for Autism would provide additional job coaching support for Participants enrolled in Vocational Rehabilitation for up to 180 days and staff would be available for ongoing, regular, routine consultations over the phone or in person if requested.

**Work Site Name:** City of Greenacres, Community and Recreation Services Department, ("CRS") 501 Swain Blvd, Greenacres, Florida, 33463

**Schedule:** City of Greenacres is as follows:

- Days/Times: Monday, Wednesday, Thursday, 9am-1pm
- Dates: March 25, 2024 - May 31, 2024

**Departments/Positions:** The following areas have been selected for this WE Program and subject to change as needed:

1. Custodian
2. Custodian
3. Custodian
4. Rec Aide

3. **Term; Termination:** This MOU will be effective when it is fully executed by both parties and is for a term of one (1) year. This MOU may be renewed, extended, and/or modified upon the mutual, written agreement of the parties. This MOU may be terminated without cause by either party with thirty (30) days written notice to the other party.

4. **Insurance:**

Prior to the effective date of this MOU, Els for Autism shall be required to submit to the City's Community and Recreation Services Department a copy of its Certificate of Insurance, reflecting, at a minimum, the following coverages:

Worker's Compensation Insurance to apply for all employees in compliance with the Workers Compensation Law of the State of Florida and such state where work is performed and all applicable federal laws.

Comprehensive General Liability Insurance with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Premises and/or Operations.
- Independent contractors.
- Broad Form Property Damage.
- Broad Form Contractual Coverage applicable to this specific MOU.
- Personal Injury Coverage with employee and contractual exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability Insurance with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office and must include all of the following:

- Any vehicle owned by Els for Autism. If no vehicle(s) are owned by Els for Autism a statement to that extent shall be provided to the City.
- Hired and non-owned vehicles (required regardless of whether Els for Autism owns a vehicle).
- Employers' non-ownership (required regardless of whether Els for Autism owns a vehicle).

All insurance, other than Worker's Compensation shall specifically include the City as an "Additional Insured" on a primary, non-contributing basis.

Coverage must be maintained during the full term of this MOU. If there is a cancellation of or change to the policy submitted as proof of coverage, it is the responsibility of the Els for Autism to insure it or the Insurance carrier, notifies the City at least thirty (30) days before expiration of or any changes to the policy.

Neither approval nor failure to disapprove insurance furnished by the Els for Autism shall relieve Els for Autism from responsibility to provide insurance as required by this MOU.

Els for Autism shall deliver to the City the required certificate(s) of insurance and endorsement(s) before the City signs this MOU.

Els for Autism's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the City may immediately terminate or suspend this MOU. In the event of any termination or suspension, the City may use the services of another independent contractor without the CITY incurring any liability to Els for Autism.

**5. Indemnification and Liability:**

Els for Autism agrees to indemnify, defend, and hold harmless the City, its officers, employees, and agents from all liabilities, damages, losses, costs, suits, and claims, including but not limited to reasonable attorney's fees (at the trial and appellate levels), to the extent caused by, or arising from, the performance of this MOU by Els for Autism (including its officers, directors, employees, representatives, agents, and Participants). Els for Autism shall not be required to indemnify, defend, or hold harmless the City with respect to the City's performance of this MOU. Nothing contained in this provision or in any of the MOU shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes, as amended from time to time. The provisions of this section ("Indemnification and Liability") shall survive the termination of the MOU.

**6. Controlling Law; Venue; Jury Trial Waiver:**

This MOU shall be governed by the laws of the State of Florida. Any and all legal action, including mediation, arising out of or related to this MOU will be held exclusively in Palm Beach County, Florida. Each party also agrees to waive any and all rights to a trial by jury for any and all disputes or claims which may be related to or arise out of the MOU.

**7. Independent Contractor:**

This MOU shall not make the parties a partnership or joint venture. For purposes of the MOU, Els for Autism (including its officers, directors, employees, agents, and Participants) shall be deemed an independent contractor of the City and not an employee, agent, or servant of the City.

**8. Compliance with Applicable Law:** Els for Autism shall comply with all applicable federal, state, and local laws, rules, and regulations in connection with this MOU.

**9. Public Records:**

Els for Autism understands and acknowledges that the City and this MOU are subject to Florida's Public Records Act, Chapter 119, Florida Statutes. To the extent Els for Autism is acting on behalf of the City as provided under section 119.011(2), Florida Statutes, it specifically agrees to:

a. Keep and maintain public records required by the City to perform the services under the MOU.

b. Upon request from the City's custodian of public records or designee, provide the City with a copy of the requested records or allow the records to be inspected

or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the MOU and following the termination of the MOU if such records are not transferred to the City.

d. Upon completion of the MOU, transfer, at no cost, to the City all public records in possession of Els for Autism or keep and maintain public records required by the City to perform the services under this MOU. If Els for Autism transfers all public records to the City upon termination of the MOU, it shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Els for autism keeps and maintains public records upon completion of the Contract Documents, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

**IF ELS FOR AUTISM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT DOCUMENTS, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE CITY OF GREENACRES, ATTN: CITY CLERK, (561) 642-2006; 5800 MELALEUCA LANE, GREENACRES, FL 33463; CITYCLERK@GREENACRESFL.GOV.**

**10. Assignment:**

This MOU shall not be assigned, transferred, or otherwise encumbered by either party without prior written consent of the other party.

**11. Entire Agreement:**

This MOU constitutes the entire understanding and agreement between the Parties and supersedes all prior negotiations, correspondents, conversations, agreements, or understandings applicable to the matters contained herein. This MOU may be modified only by the mutual written consent of the parties.

**12. Notices:**

All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date personally delivered to the address indicated below; or on the third (3<sup>rd</sup>) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office to the address indicated below; or on the next day following delivery by a nationally recognized overnight courier to the address indicated below. Should the either party have a change of address, the other party shall immediately be notified in writing of such change,

provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests shall be given as follows:

FOR CITY:

CRS DIRECTOR  
CITY OF GREENACRES  
5800 MELALEUCA LANE  
GREENACRES, FL 33463

FOR ELS FOR AUTISM:

Dr. Erin Brooker Lozott  
Els for Autism Foundation®  
18370 Limestone Creek Road,  
Jupiter, FL, 33458

13. **Severability:**

Should any part, term or provision of this MOU be declared invalid, void, or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired, or affected thereby.

14. **Counterparts:**

This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this MOU on the day and year first above written.

[Signatures follow on the next page.]

Els for Autism Foundation

City of Greenacres

*Dr. E. B. [Signature]*  
Program Director

Dated: 1/26/2024

By: \_\_\_\_\_  
Joel Flores, Mayor

ATTEST:

\_\_\_\_\_  
Quintella Moorer, City Clerk

Approved as to form and legal  
sufficiency:

\_\_\_\_\_  
Glen J. Torcivia, City Attorney