

# Memorandum



**Date:** March 17, 2021

Agenda Item No. 2(B)(15)  
April 20, 2021

**To:** Honorable Chairman José “Pepe” Díaz  
and Members, Board of County Commissioners

**From:** Daniella Levine Cava  
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

**Subject:** Report Providing the Agreement Between Miami-Dade County and the University of Miami-Nova Southeastern University Center for Autism and Related Disabilities to Establish a Countywide Autism and Neurodiverse Inclusion Program - Directive 210031

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The attached report is in response to Resolution No. R-59-21. The resolution directs the County Mayor or the County Mayor’s designee to enter into an agreement or agreements with the University of Miami-Nova Southeastern University Center for Autism and Related Disorders to develop a Countywide ASD and neurodiverse inclusion program at no cost to the County. The attached agreement shall not result in any funds being expended by the County and includes at minimum the following in the scope of services: (i) providing opportunities for training of County staff; (ii) the development of social stories for County spaces including but not limited to parks, libraries, and transit; (iii) age-specific programming for individuals with ASD; and (iv) the development of autism-friendly spaces. Training for this critical inclusion measure is already underway and I look forward to full implementation.

Pursuant to Ordinance No. 14-65, this report will be placed on the next available Board meeting agenda.

If you have any questions, please contact Morris L. Copeland, Chief Community Services Officer, at (305) 375-5695.

Attachment

- c: Geri Bonzon-Keenan, County Attorney
- Gerald Sanchez, First Assistant County Attorney
- Jess McCarty, Executive Assistant County Attorney
- Office of the Mayor Senior Staff
- Jennifer Moon, Chief, Office of Policy and Budgetary Affairs
- Adeyinka Majekodunmi, Commission Auditor
- Melissa Adames, Director, Clerk of the Board
- Eugene Love, Agenda Coordinator

**AGREEMENT BETWEEN  
MIAMI-DADE COUNTY,  
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA  
AND  
THE UNIVERSITY OF MIAMI ON BEHALF OF THE UNIVERSITY OF MIAMI-  
NOVA SOUTHEASTERN UNIVERSITY  
CENTER FOR AUTISM AND RELATED DISABILITIES  
FOR A  
COUNTYWIDE AUTISM AND NEURODIVERSE INCLUSION PROGRAM**

THIS AGREEMENT (“Agreement”), effective as of the later date signed by both parties below (the “Effective Date”), by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (“COUNTY” herein), and **THE UNIVERSITY OF MIAMI, a Florida not for profit corporation, (“University”)** on behalf of **THE UNIVERSITY OF MIAMI-NOVA SOUTHEASTERN UNIVERSITY CENTER FOR AUTISM AND RELATED DISABILITIES (“CARD”)**, a state-funded, university-based outreach and support center in the State of Florida, **FOR THE BENEFIT OF THE COUNTY AND ITS RESIDENTS,**

**WITNESSETH:**

**WHEREAS,** the COUNTY, desires to create a Countywide program focused on Autism Spectrum Disorder (“ASD”) and neurodiverse inclusion;

**WHEREAS,** CARD has expertise related to ASD and what resources are available to individuals with ASD and their families, including resources by age group, resources for educators, information for the general public, information related to mental health challenges and ASD, and the importance of healthful living including exercise and nutrition;

**WHEREAS,** the COUNTY, is desirous of a collaboration between the County and CARD that includes a training program for County staff that interact with the public such as librarians, park staff, police officers, firefighters, and transit staff, including but not limited to special transportation service drivers, so that staff has a greater understanding of the special needs of individuals with ASD;

**WHEREAS,** CARD can develop age-specific programming and social stories, a social learning tool that assists individuals with ASD to understand their environment and help in reducing anxiety in new places and interactions;

**WHEREAS,** these social stories can be provided to caregivers prior to visiting public spaces;

**WHEREAS,** continuity in signage indicating that certain spaces are sensory friendly or correspond to signage in social stories can assist individuals with ASD in navigating civic spaces and reduce anxiety;

**WHEREAS**, autism friendly spaces are those spaces that provide a welcoming, compassionate, and nonjudgmental environment for individuals with ASD;

**WHEREAS**, the COUNTY is committed to including all individuals in civic spaces throughout the County;

**WHEREAS**, this Agreement will not result in the County expending any funds;

**WHEREAS**, on January 21, 2021 the Board of County Commissioners passed Resolution R-59-21, directing the County Mayor or Mayor's designee to enter into an agreement with CARD,

**NOW, THEREFORE**, for and in consideration of these premises, the terms and conditions hereinafter set forth, and the mutual benefits each unto the other flowing, the parties hereto agree as follows:

**I. CARD RESPONSIBILITIES**

1.01 Training Services.

- i. CARD will provide training sessions to County staff to provide general information on ASD and related disabilities as well as best practices for providing inclusive service delivery. General information trainings will be conducted virtually. In-person trainings will also be made available as needed.
- ii. CARD will provide in-person training sessions to first responders and public safety personnel. These trainings will focus on sensitivity training and best practices for on-scene crisis intervention and de-escalation techniques when interacting with persons with ASD or related disabilities.

1.02 Development of Social Narratives.

- i. CARD will collaborate with County staff identified in Section 2.01 below to provide guidance on developing social stories and visual supports that illustrate situations that are commonly encountered when persons with ASD or related disabilities receive services and interact with County employees such as librarians, park staff, police officers, firefighters, and transit staff.
- ii. CARD will provide constructive feedback to the County on implementing social stories throughout the County.

1.03 Programming and Outreach.

- i. CARD will make recommendations on how the County can make programs more enjoyable for and welcoming to persons with ASD and related disabilities and their families.

1.04 Development of Autism-Friendly Spaces and Signage.

- i. CARD will provide guidance on signage to make public places more welcoming, sensory-friendly, and in alignment with social stories.

**II. COUNTY RESPONSIBILITIES**

2.01 Operational Requirements. The COUNTY shall be responsible for the following:

- i. Identifying staff who will be trained in the Countywide ASD and Neurodiverse Inclusion Program.
- ii. Coordinating dates and times for trainings with CARD staff and ensuring staff participation in all scheduled trainings and events.
- iii. Providing the training facilities for in-person trainings.

2.02 Promotion. COUNTY shall comply with CARD's requirements for including the CARD logo on all social stories, visual supports, and training materials that are required for this initiative. Upon the completion of the UM-NSU CARD trainings, language will be provided for inclusion on County websites to indicate each County Department is a "UM-NSU CARD Sensory Friendly Organization."

**III. COMPENSATION, ADJUSTMENTS, AND REIMBURSEMENT**

3.01 Compensation. In accordance with Resolution No. R-59-21, all services provided by CARD will be provided at no cost to the COUNTY and will be provided as part of CARD'S Autism Friendly initiative, subject to legislative appropriation described in Section 8.05 below.

**IV. TERM, TERMINATION, AMENDMENT**

4.01 Effective Date. This Agreement shall be effective as of the Effective Date set forth above, and shall continue in full force and effect, until the program has been fully implemented, unless earlier terminated or amended as described herein.

4.02 Amendments. The terms of this Agreement may be amended at any time by formal written amendment to this Agreement, executed by both parties. All amendments shall be attached to and become a part of this Agreement.

4.03 Termination. COUNTY and UNIVERSITY agree that this Agreement may be terminated at any time by mutual agreement, or by either party with or without cause with nine (90) calendar days prior written notice of intent to terminate, given to the representative of the other party hereto in accordance with Section 7.01 of this agreement.

4.04 Effects of Termination. Termination of this Agreement shall not affect any rights or obligations of the parties hereunder which shall have previously accrued, or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

## V. INDEPENDENT CONTRACTORS

5.01 Independent Contractors. All CARD personnel rendering services pursuant to this Agreement are employees/agents of UNIVERSITY. Regardless of anything contained in or implied by this Agreement to the contrary, any UNIVERSITY employee or agent performing services described herein shall remain an employee or agent of UNIVERSITY, subject at all times to UNIVERSITY's policies and procedures, and shall in no way be deemed an employee or agent of COUNTY. UNIVERSITY's students, residents, or other employees or agents shall wear pictured nametags identifying their status with UNIVERSITY while performing services pursuant to this Agreement.

## VI. INDEMNIFICATION AND INSURANCE

6.01 Indemnification: UNIVERSITY agrees to indemnify and hold harmless the County, its officers, directors, agents, and employees, from any and all damage, liabilities, claims, losses, lawsuits, judgments, costs and/or expenses including reasonable attorney's fees through the appellate level, which may be incurred by or brought against the foregoing arising directly from any negligent act or omission or willful misconduct of CARD. The foregoing indemnification shall be limited to the direct acts of CARD employees and not apply to allegations related to actions of County employees who are employing the training services described in Section 1.01 above. County, subject to the limits established by Florida Statutes Section 768.28, agrees to indemnify and hold harmless UNIVERSITY, its officers, directors, agents, and employees, from any and all damage, liabilities, claims, losses, lawsuits, judgments, costs and/or expenses including reasonable attorney's fees through the appellate level, which may be incurred by or brought against the foregoing arising directly from any negligent act or omission or willful misconduct of County or County's use of any CARD training services or materials. Each indemnifying party shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the other party, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

Notwithstanding anything to the contrary in this Agreement the total liability of UNIVERSITY for any claims, losses, costs or damages arising under this Agreement from any cause shall not exceed the proceeds available from the insurance required to be maintained by UNIVERSITY under this Agreement, and no party shall be liable to the other party for any indirect, special, incidental, consequential, punitive or exemplary damages.

### 6.02 Insurance:

CARD shall furnish to County Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees as required by Florida Statute 440.
- B. Commercial General Liability in an amount not less than \$300,000 per occurrence, and \$600,000 in the aggregate. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$300,000 per claim.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

**CERTIFICATE HOLDER MUST READ:**

**MIAMI-DADE COUNTY  
111 NW 1<sup>st</sup> STREET  
SUITE 2340  
MIAMI, FL 33128**

**VII. NOTICES**

7.01 Notices. Any notices permitted or required to be given under this Agreement must be sent, either by personal delivery, first class mail (return receipt requested), or recognized overnight courier services (e.g., Federal Express or DHL), to the following addresses:

- a. If to the COUNTY:  
Miami-Dade County  
111 NW 1<sup>st</sup> Street, 29<sup>th</sup> Floor  
Miami, FL 33128  
Attention: Morris Copeland, Chief Community Services Officer
- b. If to CARD:

University of Miami-Nova Southeastern University Center for Autism and Related Disabilities  
Attn: Dr. Michael Alessandri  
5665 Ponce de Leon Blvd.  
P.O. Box 248768  
Coral Gables, FL 33124

7.02 Change in Notice Representative. If, after this Agreement, is executed, a party designates a new representative to accept notice, the party shall furnish the new representative's name and address, in writing, to the other party, and a copy of the notice shall be attached to this Agreement.

### **VIII. MISCELLANEOUS**

8.01 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person, firm or corporation than the parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the parties hereto and their permitted successors and assigns.

8.02 Assignability. This Agreement or any duty or obligation of performance hereunder may not be assigned by either party without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns.

8.03 Binding Agreement. Neither this Agreement nor any amendments hereto shall be finding on the parties until they have been executed by the duly authorized representatives of UNIVERSITY and COUNTY, at which time the Agreement and/or amendment shall become effective as of the indicated effective date of each.

8.04 Applicable Laws. Both parties agree to comply with all the provisions or any and all applicable federal, state and County orders, statutes, ordinances, rules and regulations which may pertain to this Agreement.

8.05 Legislative Appropriation. UNIVERSITY's performance and obligations under this Agreement are contingent upon an annual appropriation by the Florida Legislature.

8.06 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of Florida, without reference to its conflicts of laws principles, and the jurisdiction/venue for any litigation, special proceeding, or other proceeding as between the parties that may be brought, or arise, in connection with, or by reason of the Agreement shall be in Miami-Dade County.

8.07 Performance. Failure or either party to insist upon performance of any of the terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such

term or condition, and the obligations of either party with respect thereto shall continue in full force and effect.

8.08 Enforceability. If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of any other provision of this Agreement shall not be affected.

8.09 Entirety of Agreement. This Agreement states the entire contract between the parties in respect to the subject matter of this Agreement and supersedes any oral or written proposals, statements, discussions, negotiations, or other agreements before or contemporaneous to this Agreement. The parties acknowledge that they have not been induced to enter into this Agreement by any oral or written representations or statements not expressly contained in this Agreement.

8.10 Public Records. To the extent applicable under current law, University shall be required to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter 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.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

**IF UNIVERSITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT: RACHEL E. JOHNSON, RACHEL.JOHNSON2@MIAMIDADE.GOV OR 305-375-1880, 111 NW 1<sup>ST</sup> STREET, 29<sup>TH</sup> FLOOR, MIAMI, FL 33128.**

Notwithstanding anything to the contrary set forth herein, County acknowledges in accordance with Section 1004.55 of the Florida statutes that all records related to clients who receive the services of CARD is confidential and exempt from S. 119.07(1) and S. 24(a), Art. I of the State Constitution. Similarly all personal identifying information of a donor or prospective donor to card who desires to remain anonymous is confidential and exempt from s. 119.07(1) and S. 24(a), Art. I of the State Constitution.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed in several counterparts, each of which shall be deemed an original, as of the Effective Date first above set forth.

**MIAMI-DADE COUNTY,  
A POLITICAL SUB-DIVISION OF  
THE STATE OF FLORIDA**

By: \_\_\_\_\_  
County Mayor or Designee

**UNIVERSITY OF MIAMI**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_