

**Agreement for On-The-Job Training Between Indian River County and
The Arc of Indian River County, Inc.**

This Agreement (the "Agreement") is entered into this ___ day of _____ 2017 (the "Effective Date"), between Indian River County, a political subdivision of the State of Florida (the "County"), and The Arc of Indian River County, Inc., a non-profit corporation registered in the State of Florida (the "ARC").

WHEREAS, ARC is a not-for-profit corporation in Indian River County with a mission of supporting and empowering individuals with special needs to achieve their life goals; and

WHEREAS, ARC has entered into an On-The-Job Training Agreement with the Florida Division of Vocational Rehabilitation (the "Division"); and

WHEREAS, ARC will be employing Division customers in order to assist such customers in gaining a valuable work-based learning experience; and

WHEREAS, ARC and the County would like to have some of the Division customers, students between the ages of 15 and 21 who are in the Division's Transition Youth services, gain the work-based learning experience at the County;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows.

1. Background Recitals. The background recitals are true and correct and form a material part of this Agreement.

2. Term. The term of this Agreement shall be for two years, commencing on the Effective Date of this Agreement. The parties may agree to two additional one year renewal terms of the Agreement, by agreeing in writing at least 90 days prior to the expiration of the initial or renewal term.

3. Placement of Division Customer. If ARC has a Division customer who is a student between the ages of 15 and 21 and is in the Division's Transition Youth services, ARC may notify the County's Human Resources Director, if ARC believes that such Division customer would be a good candidate for a work-based learning experience with the County. ARC shall provide the County Human Resources Director with the type of work assignment being sought for the Division customer, overview of Division customer skills, and the hours the Division customer is available to work. The County will then coordinate with the various County departments to determine if there is an appropriate work-based learning experience available at the County. The County has no obligation to provide a work-based learning experience for a Division customer. Nothing, prevents the County Human Resources Director from contacting ARC and requesting a Division customer for a work-based learning experience with the County. If such request is made, ARC has no obligation to provide a Division customer for a work-based learning experience with the County. Notification per this section may be provided per electronic correspondence.

4. Division Customer Hours. A Division customer who undertakes a work-based learning experience with the County pursuant to this Agreement shall work no more than 8 hours per week and no more than 30 hours total as part of the work-based learning experience.

5. Division Customer Progress Reports. The County shall provide ARC with a progress report concerning the Division customer work-based learning experience on a monthly basis, so that the County have adequate communication concerning the Division customer.

6. Termination of Division Customer. County has the right to terminate the Division customer work-based learning experience at any time. County will contact the ARC Division customer manager or supervisor prior to any such termination.

7. Appearance. Division customers are required to wear proper clothing and shoes. No halter-tops, shorts, or tank tops are allowed.

8. Work Environment. The County agrees to provide a reasonable and safe working condition for all of the Division customers assigned to the County.

9. Comprehension of the English Language. For a safe working environment, all Division customers are required to comprehend English.

10. Notification of Injuries. In the event that a Division customer is injured while on the job at the County, the Division customer will be covered by the ARC's Workers' Compensation Insurance. A representative from the County will notify the ARC immediately of any injuries, and will provide a description of any first aid administered to the Division customer.

11. Notice. Except as otherwise provided in this Agreement, any notice required pursuant to this Agreement from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. For purposes of all notices, the representatives of the County and ARC are:

County: Human Resources Director
Indian River County
1801 27th Street
Vero Beach, FL, 32960

ARC: Executive Director
The Arc of Indian River County
1375 16th Ave
Vero Beach, FL 32960

12. Amendments. The parties may amend this Agreement only by mutual written agreement of the parties.

13. Assignment. Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.

14. Independent Contractor. In the performance of this Agreement, ARC is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. ARC is solely responsible for the means, method, technique, sequence, and procedure utilized by ARC in the full performance of this Agreement.

15. ARC Employer Status. For any and all purposes, ARC is the employer of the Division customers. ARC will be solely responsible for satisfying any and all necessary health insurance and worker's compensation requirements for the Division customers. Additionally, ARC shall pay the Division customers for the work performed at the County.

16. Insurance Requirements. Within 15 days of the Effective Date of this Agreement, ARC shall provide to the Indian River County Risk Management Division a certificate or certificates issued by an insurer or insurers authorized to conduct business in Florida that is rated not less than category A-VII by A.M. Best, subject to approval by Indian River County's Risk Manager, of the following types and amounts of insurance:

A. Commercial general liability with a combined single limit of \$500,000.00 per occurrence

B. Commercial automobile liability with a combined single limit of \$500,000.00 per occurrence (if transportation is to be provided).

The County shall be named as an additional insured for each of these policies.

17. Indemnification. ARC shall indemnify and save harmless the County, its agents, officials, and employees from and against any and all claims, liabilities, losses, damage, or causes of action which may arise from any misconduct, negligent act, or omissions of the Recipient, its agents, officers, or employees in connection with the performance of this Agreement.

18. Sovereign Immunity. Nothing herein shall constitute a waiver of the County's sovereign immunity.

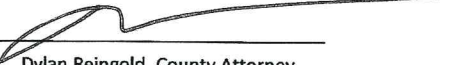
19. Termination. Either party may unilaterally terminate this Agreement upon 30 days' written notice to the other party.

IN WITNESS WHEREOF, the parties have hereto have set their hands and seals on the day and year first above written.

ATTEST: Jeffrey R. Smith, Clerk of Circuit
Court and Comptroller

By: _____
Deputy Clerk

Approved as to form and legal sufficiency:


By: 
Dylan Reingold, County Attorney

INDIAN RIVER COUNTY, FLORIDA

By: _____
Joseph E. Flescher, Chairman
Board of County Commissioners

BCC approved: _____

THE ARC OF INDIAN RIVER COUNTY, INC.

By: 
Charles Bradley, Executive Director