

**MEMORANDUM OF UNDERSTANDING  
FOR  
THE ABLE TRUST  
SA-519**

**THIS MEMORANDUM OF UNDERSTANDING (MOU)** is entered into by and between the Florida Department of Education, Division of Vocational Rehabilitation, hereafter referred to as "DOE/DVR" and the Florida Endowment Foundation For Vocational Rehabilitation, Inc., d/b/a The Able Trust, hereafter referred to as the "Trust."

WHEREAS, section 413.201, Florida Statutes designates the Department of Education ("DOE") as the official state agency for the purposes of effecting compliance with the Vocational Rehabilitation Act of 1973, as amended; and

WHEREAS, the Division of Vocational Rehabilitation ("DVR") is a division established within DOE, and is designated by section 413.202, Florida Statutes, as the administrative unit for the purposes of effecting compliance with the Vocational Rehabilitation Act of 1973, as amended; and

WHEREAS, the Florida Endowment For Vocational Rehabilitation Act, section 413.615, Florida Statutes, created the Trust as a direct-support organization of the Division of Vocational Rehabilitation, to encourage public and private support to enhance vocational rehabilitation and employment of citizens who are disabled; and

WHEREAS, the Trust is a Florida corporation not for profit incorporated under the provisions of chapter 617, Florida Statutes, and approved by the Department of State, and has registered the fictitious name "The Able Trust" with the Department of State; and

WHEREAS, section 413.615(5), Florida Statutes, requires the Trust to operate under a contract with DOE/DVR.

NOW, THEREFORE, both parties hereto agree as follows:

**I. MISSION.**

This MOU constitutes the basic rules of operation for the Trust as a Direct Support Organization of DOE/DVR. Pursuant to section 413.615(5)(b), Florida Statutes, the Trust has been organized and is operated exclusively to raise funds; to submit requests and receive grants from the Federal Government, the state, private foundations, and individuals; to receive, hold, and administer property; and to make expenditures to or for the benefit of the rehabilitation programs approved by the board of directors of the Trust.

The Trust shall comply with all provisions of the Florida Endowment for Vocational Rehabilitation Act, section 413.615, Florida Statutes.

By execution of this MOU, the Trust is approved by DOE/DVR to be operating for the benefit and best interest of the state.

**II. APPROVAL OF THE ARTICLES OF INCORPORATION AND BY-LAWS.**

DOE/DVR hereby approves the Articles of Incorporation of the Trust, as they exist on August 27, 1991. Any amendment to the approved Articles of Incorporation the Trust proposes shall be not become effective until approved by DOE/DVR by written amendment of this MOU.

### **III. GOVERNANCE.**

A Board of Directors appointed by the Governor pursuant to section 413.615(8), Florida Statutes shall govern the Trust. The Board shall have the powers and duties granted pursuant to section 413.615(9), Florida Statutes.

The Trust shall give DOE/DVR at least 14 days' written notice of all Board meetings. The Commissioner of Education or their designee may attend any Board meeting.

### **IV. APPROVAL OF ANNUAL BUDGET.**

The fiscal year of the Trust shall begin on July 1 of each year, and end on June 30 of the following year. The Trust shall provide DOE/DVR with the Trust's proposed annual budget by June 10 of each year. By July 10 of each year, DOE/DVR shall inform the Trust whether or not the annual budget has been approved pursuant to section 413.615(6)(c), Florida Statutes. DOE/DVR may not approve an annual budget that does not comply with section 413.615(9)(j), Florida Statutes.

### **V. CERTIFICATION.**

The Trust shall provide a copy of the Annual Audit required by sections 215.981 and 413.615(11), Florida Statutes, and a copy of the Annual Report required by section 413.615(12), Florida Statutes, to DOE/DVR within the timeframes established in those statutes. Within 30 days after receipt of the Annual Report and the Annual Audit, DOE/DVR shall certify whether the Trust is operating in compliance with the terms of this MOU and the rules of the Division, and in a manner consistent with the goals of the Legislature in providing assistance to citizens with disabilities.

### **VI. RELEASE OF STATE REVENUES.**

State funds shall be released to the Trust as they are received from funding sources specified by the Legislature. The Trust shall only expend state revenues in accordance with the budget approved by DOE/DVR and pursuant to executed contracts.

### **VII. TERM AND RENEWAL.**

This MOU shall be effective when signed by both parties and shall expire three years from the date of execution. This MOU may be renewed by mutual agreement of both parties.

### **VIII. TERMINATION.**

If DOE/DVR determines that there is just cause sufficient to support a finding of malfeasance or misfeasance by the Trust with regard to the expenditure of funds held by the Trust, or that the Trust has violated this MOU in a manner that causes harm to the individuals that it was created to serve, it shall provide written notice of this determination to the Trust along with the factual background information leading to the determination. The Trust shall be given 30 days from the date of receiving the report to respond in writing to DOE/DVR regarding the matter. If DOE/DVR finds that the response from the Trust is insufficient, it shall notify the Trust and allow it 45 days from the date the Trust receives the notice of deficiencies to cure the errors or deficiencies. If the Trust does not cure the errors or deficiencies within 45 days, or if in the opinion of DOE/DVR the cure is inadequate, DOE/DVR may issue to the Trust a written notice of termination. DOE/DVR may authorize a longer time period if, in the opinion of DOE/DVR, a longer period is reasonable and necessary in order to cure the errors or deficiencies. If DOE/DVR requires a cure that the Trust does not implement, this MOU shall be terminated and all moneys held by the Trust shall

revert to the State of Florida. Upon termination of this MOU, the Trust shall account for all money held by the Trust and the Trust shall pay by check or wire transfer payable to the State of Florida the entire balance in the "operating account" as defined in section 413.615(2)(d), Florida Statutes, and in any other account held by the Trust that contains state funds, within 45 days after termination of this MOU, UNLESS THE PARTIES AGREE TO EXTEND THE TIMEFRAME. Nothing herein shall limit the rights of the Trust in law or equity to challenge the decision of the DOE/DVR to terminate this MOU. If the MOU is ultimately terminated, DOE/DVR shall complete existing obligations of the Trust in effect at the time of termination if funds are available for this purpose.

#### **IX. ORDERLY CESSATION OF OPERATIONS**

If the Legislature does not reauthorize the Trust or if the parties decide to terminate this MOU, DOE/DVR shall work collaboratively to ensure the orderly cessation of the Trust's operations (including reversion to the state of state funds held in trust by the organization) by the 30th calendar day after the event triggering cessation. The Trust shall initiate cessation activities no more than 30 calendar days after the event triggering cessation of the Trust's operations. Plans for orderly cessation of operations must address completion of contractual obligations and the ethical handling of staff, as well as the reversion of assets to the State. Upon termination of this MOU by either party for any reason, the Trust shall account for all money held by the Trust, and the Trust shall pay by check or wire transfer payable to the State of Florida, the entire balance in the "operating account" defined by section 413.615(2)(d), Florida Statutes, and in any other account held by the Trust that contains state funds, within 45 days after termination of this MOU, UNLESS THE PARTIES AGREE TO EXTEND THE TIMEFRAME.

#### **X. INDEMNITY.**

DOE/VR and the Trust understand and agree that neither party shall be held liable for any negligent or wrongful acts of the other. This includes any commissions or omissions chargeable to the other, unless such liability is imposed by law. DOE/VR and the Trust also agree that this MOU shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or to any third person. If either DOE/VR or the Trust file a claim for wrongful or negligent acts against the other, each party shall bear the costs of its own defense. Nothing in this MOU is intended to serve as a waiver of sovereign immunity, except as provided by law, nor shall anything in this MOU be construed as consent of either party to be sued by third parties in any matter arising out of any agreement.

#### **XI. CHOICE OF LAW AND VENUE.**

This MOU will be interpreted under the laws of Florida, and Leon County, Florida, shall be the proper venue for all legal actions arising out of or in connection with this MOU.

#### **XII. AMENDMENT.**

Either party to this MOU may propose amendments. No amendment or modification to this MOU shall be effective unless it is made in writing and signed by both parties.

### **XIII. INTERNET POSTING OF TRUST INFORMATION.**

Section 20.058, Florida Statutes requires the Trust to provide certain information to DOE/DVR by August 1 of each year. The Trust shall make every effort to provide the following information to DOE/DVR by July 24 of each year:

- (a) The name, mailing address, telephone number, and website address of the organization.
- (b) The statutory authority or executive order pursuant to which the organization was created.
- (c) A brief description of the mission of, and results obtained by, the organization.
- (d) A brief description of the plans of the organization for the next 3 fiscal years.
- (e) A copy of the organization's code of ethics.
- (f) A copy of the organization's most recent federal Internal Revenue Service Return of Organization Exempt from Income Tax form (Form 990).

DOE/DVR shall make this information available to the public on the DVR website, and shall provide a link to the Trust's website, <http://www.abletrust.org/>.

This MOU is contingent upon the Trust's submission of this information to DOE/VR. If the Trust fails to submit this information for two consecutive years, DOE/DVR shall terminate this MOU.

### **XIV. MOU MANAGEMENT.**

The parties have identified the following individuals as MOU Managers. These individuals shall serve as liaison/contact regarding issues arising out of this MOU. Each notice, document or other communication which this MOU directs to be provided to a party shall be provided to:

For the Trust:

Allison Chase, President and CEO  
1709 Hermitage Blvd.  
Suite 200  
Tallahassee, Florida 32308

For DOE/DVR:

Voncelia Dixon, CAMS Manager  
Division of Vocational Rehabilitation  
325 W. Gaines Street  
Suite 1144  
Tallahassee, Florida 32399-0400


If either party changes the individual designated as MOU Manager, written notice of that change shall be provided to the other MOU manager.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the date stated below.

**Florida Department of Education**

**The Florida Endowment Foundation for  
Vocational Rehabilitation, Inc., d/b/a  
The Able Trust**

By: \_\_\_\_\_  
Manny Diaz, Commissioner of Education

By:   
Allison Chase, President & CEO

Date: \_\_\_\_\_

Date: June 22, 2022

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the date stated below.

**Florida Department of Education**

**The Florida Endowment Foundation for  
Vocational Rehabilitation, Inc., d/b/a  
The Able Trust**

By: \_\_\_\_\_



By: \_\_\_\_\_

~~Manny Diaz, Commissioner of Education~~

Allison Chase, President & CEO

Anastasio Kamboutsas, Chief of Staff

Date: \_\_\_\_\_

7/1/22

Date: \_\_\_\_\_

# State of Florida



## Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of THE FLORIDA ENDOWMENT FOUNDATION FOR VOCATIONAL REHABILITATION, INC., a corporation organized under the Laws of the State of Florida, filed on February 25, 1991, as shown by the records of this office.

The document number of this corporation is N42233.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
25th day of February, 1991.



CR2EO22 (6-88)

*Jim Smith*

Jim Smith  
Secretary of State

ARTICLES OF INCORPORATION

FILED

1991 FEB 25 PM 3:09

The undersigned, acting as incorporator(s) of a Corporation pursuant to Chapter 617, Florida Statutes, adopt(s) the following Articles of Incorporation of such corporation: ~~STATE~~ TALLAHASSEE, FLORIDA

ARTICLE I

The name of the corporation shall be:

The Florida Endowment Foundation for Vocational Rehabilitation, Inc.

The principal place of business of this corporation shall be:

1709A Mahan Drive, Tallahassee, FL. 32399-0696

ARTICLE II

The period of the duration of this corporation is perpetual unless dissolved according to law.

ARTICLE III

The purposes for which the corporation is organized are: The Florida Endowment Foundation for Vocational Rehabilitation, Inc. is organized as a direct-support organization of the Florida Division of Vocational Rehabilitation to encourage public and private support to enhance Vocational Rehabilitation and employment of citizens who are disabled. As a direct-support organization, the Foundation shall operate under contract with the Division of Vocational Rehabilitation and shall:

(a) Be a Florida corporation not for profit incorporated under the provisions of chapter 617 and approved by the Department of State.

(b) Be organized and operated exclusively to raise funds: to submit requests and receive grants from the Federal Government, the state, private foundations, and individuals: to receive, hold, and administer property; and to make expenditures to or for the benefit of the rehabilitation programs approved by the Board of Directors of the Foundation.

(c) Be approved by the Division to be operating for the benefit and best interest of the State.



DIRECT SUPPORT ORGANIZATION CONTRACT. The contract between the Foundation and the Division shall provide for:

- (a) Approval of the Articles of Incorporation of the Foundation by the Division.
- (b) Governance of the Foundation by the Board of Directors appointed by the Governor.
- (c) Submission of an annual budget of the Foundation for approval by the Division.
- (d) Certification by the Division, after an annual financial and performance review, that the Foundation is operating in compliance with the terms of the contract and the rules of the Division, and in a manner consistent with the goals of the Legislature in providing assistance to disabled citizens.
- (e) The release and conditions of the expenditure of any state revenues.
- (f) The reversion to the State of moneys in the Foundation and in any other funds and accounts held in trust by the Foundation if the contract is terminated.
- (g) The fiscal year of the Foundation, to begin on July 1 and end on June 30 of each year.

CONFIDENTIALITY. All records of the Foundation constitute public records and shall be open to the public in accordance with s. 119.07(1), except for the identities of donors who desire to remain anonymous and the records of clients and applicants which are otherwise confidential. These exemptions are subject to the Open Government Sunset Review Act in accordance with s. 119.14.

#### ARTICLE IV

The Foundation shall be administered by a board of directors, as follows:

(a) Membership. The Board of Directors shall consist of nine members who have an interest in service to persons with disabilities and who:

1. Have skills in foundation work or other fundraising activities, financial consulting, or investment banking or other related experience; or
2. Have experience in policymaking or management-level positions or have otherwise distinguished themselves in the field of business, industry, or rehabilitation.

Disabled individuals who meet the above criteria shall be given special consideration for appointment.

(b) Appointment. The Board members shall be appointed by the Governor.

(c) Terms. Board members shall serve for 3-year terms or until resignation or removal for cause, except that members appointed to serve initial terms shall be appointed for staggered terms of 1, 2 and 3 years, respectively.

(d) Filling of vacancies -- In the event of a vacancy on the Board caused by other than the expiration of a term, a new member shall be appointed.

(e) Removal for cause. Each member is accountable to the Governor for the proper performance of the duties of office. The Governor may remove any member from office for malfeasance, misfeasance, neglect of duty, incompetence, or permanent inability to perform official duties or for pleading nolo contendere to, or being found guilty of, a crime.

(f) The Executive Director will be a paid employee of the Foundation. His/her salary range shall be established by the Board and shall be commensurate with the salary ranges paid to Executive Directors of similar organizations.

#### ARTICLE V

The number constituting the initial Board of Directors, trustees or managers, (circle one) of the corporation is 5, and the names and addresses of the persons who are to serve initially are: (not less than 3)

<u>NAME</u>	<u>ADDRESS</u>
Mrs. Irene Perez	792 Rio Vista Drive Miami Springs, Florida 33166
Mr. John E. Fitzgerald	6684 Giralda Circle Boca Raton, Florida 33433
Mrs. Maria Curiel	3780 S.W. 142 Avenue Miami, Florida 33175
Mr. Walter W. Manley	2804 Rabbit Hill Road Tallahassee, Florida 32312
Mr. Edward J. Oates, Jr.	1321 Solana Road Naples, Florida 33940

ARTICLE VI

This corporation is organized under a non-stock basis.

ARTICLE VII

In the event of dissolution, the residual assets of the organization will be turned over to State Government for exclusive public purpose.

ARTICLE VIII

The name and address of each incorporator is

Mrs Irene Perez  
792 Rio Vista Drive  
Miami Springs, FL. 33166

Mr. John E. Fitzgerald  
6684 Giralda Circle  
Boca Raton, FL. 33433

Mrs. Maria Curiel  
3780 S.W. 142 Ave.  
Miami, FL. 33175

Mr. Walter W. Manley  
2804 Rabbit Hill Road  
Tallahassee, FL. 32312

IN WITNESS WHEREOF, the undersigned incorporator(s) has (have) executed these Articles of Incorporation this 21 day of February, 19 91.

Signature(s) of Incorporator(s)

[Signature]  
Print name here: John E. Fitzgerald

[Signature]  
Print name here: Walter W. Manley

[Signature]  
Print name here: Maria Curiel

[Signature]  
Print name here: Irene Perez

State of Florida

County of Leon

THE FOREGOING instrument was acknowledged and sworn to before me this 21 day of Feb., 19 91, by Walter Manley (name of incorporator) of Florida Endowment Foundation (name of corporation) for Vocational Rehabilitation, Inc.

(SEAL)

Barbara A. Mooton  
Notary Public

My Commission Expires:  Notary Public, State of Florida  
 Commission Expires Feb. 26, 1993  
 Bonded thru Troy Fain - Insurance Inc.

NON-PROFIT ARTICLES OF INCORPORATION FILING FEE: \$35

91 AUG 27 AM 10:10

The Articles of Incorporation of the Florida Endowment Foundation for Vocational Rehabilitation, Inc., filed with the Secretary of State of the State of Florida, on February 25, 1991, in Tallahassee, Florida, are hereby amended to read:

Article III

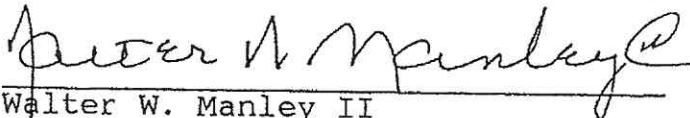
Following paragraph "(c) Be approved by the Division to be operating for the benefit and best interest of the State.", add new paragraphs (d), (e), and (f) to read:

"(d) The purposes for which the organization is organized are exclusively religious, charitable, scientific, literary and educational within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue law.

(e) Notwithstanding any other provision of these articles, this organization shall not carry on any activities not permitted to be carried on by an organization exempt from Federal Income Tax under section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue law.

(f) Upon dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, or corresponding section of any future federal tax code, or shall be distributed to the Federal, state or local government for a public purpose. Any such assets not so disposed of shall be disposed of by the Court of Common Pleas, of the county in which the principal office of the organization is then located, exclusively for such purposes."

APPROVED BY THE BOARD OF DIRECTORS



Walter W. Manley II  
President

8-23-91

Date

This Amendment was voted on and passed unanimously by all five (5) Board Members on August 23, 1991.

This Amendment duly filed for attachment to the Articles of Incorporation with the Secretary of State of the State of Florida, at Tallahassee, Florida, on August 27, 1991.

CERTIFICATE OF DESIGNATION  
REGISTERED AGENT/REGISTERED OFFICE

Pursuant to the provisions of section 607.0501, Florida Statutes, the undersigned corporation, organized under the laws of the state of Florida, submits the following statement in designating the registered office/registered agent, in the state of Florida.

1. The name of the corporation is: The Florida Endowment Foundation for Vocational Rehabilitation, Inc.

2. The name and address of the registered agent and office is:

John E. Fitzgerald  
(NAME)

1709A Mahan Drive  
(P.O. BOX NOT ACCEPTABLE)

Tallahassee, Florida, 32399-0696  
(CITY/STATE/ZIP)

SIGNATURE John E. Fitzgerald  
TITLE Registered Agent  
DATE February 21, 1991

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

SIGNATURE John E. Fitzgerald  
DATE February 21, 1991

REGISTERED AGENT FILING FEE: \$35.00