

DOCUMENT ROUTING FORM

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NAME OF DOCUMENT: EXTENSION AND AMENDMENT TO INSTRUCTOR AGREEMENT BETWEEN CITY OF FORT LAUDERDALE AND PARTNERS IN ACTION, INC.

Approved Comm. Mtg. on August 21, 2012 CAR #12-1214

ITEM: ☒ M - 4 ☐ PH - ☐ O - ☐ CR - ☐ R - ☐ PUR -

Routing Origin: ☐ CAO ☐ ENG. ☐ COMM. DEV. ☐ OTHER

Also attached: ☒ copy of CAR ☐ copy of document ☐ ACM Form ☐ # originals

By: forwarded to:
 Initials

1.) Approved as to Content:

Department Director

Capital Improvements defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

Please Check the proper box: CIP FUNDED ☐ YES ☒ NO
Capital Improvement Projects

2.) Approved as to Funds Available: by Date:
 Finance Director

Amount Required by Contract/Agreement \$ NO FISCAL IMPACT Funding Source:

Dept./Div. Index/Sub-object Project #

3.) City Attorney's Office: Approved as to Form: # Originals to City Mgr. By:

Harry A. Stewart	<u> </u>	Cole Copertino	<u> </u>	Robert B. Dunckel	<u> </u>
Ginger Wald	<u> </u>	D'Wayne Spence	<u> </u>	Paul G. Bangel	<u> </u>
Carrie Sarver	<u> </u>	DJ Williams-Persad	<u>X</u> <u> </u>		

4.) Approved as to content: Assistant City Manager:

By: By:
Stanley Hawthorne, Assistant City Manager Susanne Torriente, Assistant City Manager

5.) City Manager: Please sign as indicated and forward originals to Mayor.

6.) Mayor: Please sign as indicated and forward originals to Clerk.

7.) To City Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

8.) City Clerk: forward two originals of document to: Stacey Daley Lisa Slagle

☒ Original Route form to Glynis Burney

RECEIVED
FT. LAUDERDALE
CITY ATTORNEY'S OFFICE
2012 AUG 28 PM 2:06

EXTENSION AND AMENDMENT TO INSTRUCTOR AGREEMENT

THIS IS AN EXTENSION TO THE INSTRUCTOR AGREEMENT made and entered into this 13th day of September, 2012, by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, hereinafter referred to as "City",

and

PARTNERS IN ACTION, INC., a Florida non-profit corporation d/b/a Kids Ecology Corps., hereinafter referred to as "Instructor",

WHEREAS, City and Instructor entered into a certain Instructor Agreement for Instructor to conduct nature programming lessons at Snyder Park for an initial term of one (1) year beginning September 15, 2010 and ending September 14, 2011 ("Instructor Agreement"); and

WHEREAS, pursuant to Section 3 of the Instructor Agreement, the City has the option to extend the term of the Instructor Agreement for three additional one-year terms; and

WHEREAS, the parties have exercised the first extension option; and

WHEREAS, the parties desire to exercise the second extension option to extend the term of the Instructor Agreement for an additional one year term and to amend certain provisions of the agreement; and

WHEREAS, pursuant to Motion, adopted at its meeting of 8/21, 2012, the City Commission authorized the extension of the Instructor Agreement for an additional one year term with certain amendments; and

NOW THEREFORE, in consideration of the mutual promises and covenants set forth below, and other good and valuable considerations, the receipt and adequacy of which are hereby acknowledge, the parties agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Pursuant to Section 3 of the Instructor Agreement, the term of the Instructor Agreement is hereby extended for an additional one year term beginning September 15, 2012 and ending September 14, 2013.
3. That Section 12 of the Agreement is hereby amended as follows:

12. INSURANCE

INSTRUCTOR shall purchase and maintain continuously during the term of this Agreement, comprehensive general liability insurance with minimum combined single limits of \$500,000 \$1,000,000 per occurrence and any other coverage required by law covering all claims arising directly or indirectly out of the services outlined by this Agreement. Assault and sexual abuse cannot be excluded from the INSTRUCTOR's general liability coverage. CITY shall be included under said insurance policy as an additional named insured.

INSTRUCTOR acknowledges that Workers Compensation Insurance is not required, but may be purchased by INSTRUCTOR at no cost to CITY, for his own benefit.

All insurance policies shall be endorsed to provide CITY with thirty (30) days prior Notice of Cancellation and/or restriction. INSTRUCTOR shall provide proof of all required insurance coverages to CITY's Risk Manager and receive approval from Risk Manager prior to commencement of services contained in this agreement.

4. That Schedule "A" is hereby deleted in its entirety and replaced with Schedule "A" attached hereto.
5. All other terms and provisions of the original Instructor Agreement between the parties are hereby ratified, reaffirmed and shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGES FOLLOW]

SCHEDULE "A"

Scope of Services.

A. INSTRUCTOR shall conduct Nature Classes at Snyder Park, located in Fort Lauderdale, Florida and have use of the front office common rooms, covered teaching area at front office, the office in the southwest corner of building, a phone line for computer modem and any public outdoor area in Snyder Park. The Nature Classes shall promote an awareness and appreciation of the natural environment through instruction and hands-on activities. INSTRUCTOR shall conduct a minimum of one regular program per month, which will be open to the public. In addition, INSTRUCTOR may offer additional programs for specific groups.

Examples of typical classes, programs and activities to be conducted include the following:

- Guided tour and interpretation of the Tropical Hardwood Hammock ecosystem
- Invasive Exotic Plant Awareness
- Wildlife or Bird-watching programs
- Recycling/Sustainable Living Classes
- Organic Gardening Programs
- Butterfly Gardening Classes
- Aquatic ecosystem education
- Native Landscaping for Wildlife Classes
- Hands-on "Eco-Action" Projects within the park, such as removal of invasive exotic vegetation, installation of butterfly plants, or planting of a vegetable garden
- Propagation of Mangrove seedlings or native plants in a designated area

The INSTRUCTOR'S services shall be performed during the following days and hours:

Seven days per week from 7:00 a.m. until 7:00 p.m.. Any program or activity conducted outside of these normal park operating hours must receive the prior approval of the Parks and Recreation Director or his/her designee.

CITY shall dispose of small amounts of trash collected in receptacles as a result of typical programs. INSTRUCTOR shall dispose of any large amounts of trash generated by large programs.

CITY shall dispose of any accumulated vegetation generated by invasive exotic plant removal projects conducted by INSTRUCTOR.

INSTRUCTOR may use any pavilion within Snyder Park for programs at no charge, provided the pavilion is not rented or reserved during that time.

INSTRUCTOR may use telephone in front office of Snyder Park for local, non-toll phone calls

only.

INSTRUCTOR shall be given a key to the front office and a key to the front gate of the park. INSTRUCTOR shall not be responsible for normal opening or closing of the park. However, INSTRUCTOR is responsible for locking the building and/or gate if they are the last to leave the facility under unusual circumstances.

INSTRUCTOR shall be authorized to place event/program notification materials, interpretive signs or educational materials, such as posters or displays within the front office and throughout Snyder Park. These materials shall receive the approval of the Parks and Recreation Director or his/her designee.

CITY shall not be held responsible for the vandalism, theft or loss of materials on display inside or outside of the office building.

INSTRUCTOR acknowledges and agrees that the CITY assumes no responsibility whatsoever for any property placed in, on, or throughout Snyder Park, and that the INSTRUCTOR agrees to indemnify and hold CITY harmless in accordance with this Agreement, for any damages to person or property, arising out of or in any way connected with the INSTRUCTOR's use or INSTRUCTOR's property in or on Snyder Park.

No sales or advertising of merchandise shall be made during class times or on CITY property by INSTRUCTOR or participants.

Extension to Instructor Agreement between City of Fort Lauderdale and Partners in Action, Inc.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY

WITNESSES:

CITY OF FORT LAUDERDALE

Jeanette A. Johnson
Jeanette A. Johnson
[Witness type/print name]

Gilda D. Penelo
Gilda D. Penelo
[Witness type/print name]

(CORPORATE SEAL)

[Signature]
Mayor

[Signature]
City Manager

ATTEST:

[Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
Att. City Attorney

Extension to Instructor Agreement between City of Fort Lauderdale and Partners in Action, Inc.

INSTRUCTOR

WITNESSES:

[Signature]

PABLO LOPEZ

[Witness type/print name]

[Signature]

David Vespo

[Witness print/type name]

Partners In Action, Inc.

By: [Signature]

Print name and Title: Director / CEO

ATTEST:

[Signature]
Secretary

(CORPORATE SEAL)

State of FLORIDA

County of PAUM BEACH

The foregoing instrument was acknowledged before me this 10 day of JULY, 2012, by JOAN STARR / COMBS as Director / SECRETARY of Partners In Action, Inc., on behalf of the corporation. He/She is personally known to me or has produced RL, DL as identification.

[Signature]
Notary Public, State of FLORIDA

(Signature of Notary taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number:



PABLO LOPEZ DE LEON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE051062
Expires 12/22/2014