

**DOCUMENT ROUTING FORM**

(2) ✓ 12/4/12 C

NAME OF DOCUMENT: INSTRUCTOR AGREEMENT BETWEEN CITY AND YOUTH ENVIRONMENTAL ALLIANCE, INC.

Approved Comm. Mtg. on November 6, 2012 CAM# 12-2283

ITEM: ☐ M - 4 ☐ PH - ☐ O - ☐ CR - ☐ R

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 Finance Director Date:

Amount Required by Contract/Agreement \$ 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	_____	Cole Copertino	_____	Robert B. Dunckel	_____
Ginger Wald	_____	D'Wayne Spence	_____	Paul G. Bangel	_____
Carrie Sarver	_____	DJ Williams-Persad	_____		_____

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

By: Stanley Hawthorne, Assistant City Manager By: 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 one original agreement to Stacey Daley, Parks & Rec

☐ Original Route form to Glynis Burney

☐ Attach certified copies of Reso. # ☐ Fill-in date

2012 NOV -9 AM 8:50  
RECEIVED  
FT. LAUDERDALE  
CITY ATTORNEY'S OFFICE

11/28

CITY OF FORT LAUDERDALE  
INSTRUCTOR AGREEMENT

THIS IS AN AGREEMENT, made between:

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

and

Youth Environmental Alliance, Inc. a Florida  
non-profit corporation hereinafter referred to  
as "INSTRUCTOR."

WHEREAS, the CITY to retain the services of an Instructor to provide nature programming services at Bill Keith Preserve; and

WHEREAS, INSTRUCTOR represents to CITY that they have the necessary specialized expertise and capability to act as a nature programming instructor at Bill Keith Preserve; and

WHEREAS, the City Commission of CITY by Motion at its meeting of November 6, 2012 authorized the proper CITY officials to execute this Instructor Agreement.

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained and other good and valuable considerations, the receipt whereof is hereby acknowledged, the parties hereto do agree as follows:

The foregoing recitals are true and correct and,

1. SCOPE OF SERVICES

INSTRUCTOR shall perform the services at certain dates and times, more fully described on Schedule A which is attached hereto and made a part hereof.

Any changes in the scope of services to be performed by INSTRUCTOR by either the request of CITY or INSTRUCTOR must be mutually agreed upon by both and incorporated in a written amendment(s) to this Agreement.

2. LOCATION OF SERVICES

INSTRUCTOR will perform those services at the location described in Schedule A. CITY reserves the right to cancel or reschedule, with two weeks advance notice, any of the services described in Schedule A, or relocate the services to another location, in the case of scheduling conflicts or for any other reason.

3. TERM

The term of this Agreement is for 1 year, beginning on December 1, 2012 and ending on November 30, 2013. This Agreement may be extended for up to three (3) consecutive one (1) year terms upon approval of both parties. CITY or INSTRUCTOR may cancel this Agreement with or without cause upon thirty (30) days written notice to the other party.

4. COMPENSATION

CITY shall not compensate INSTRUCTOR for its performance under this Agreement, instead, INSTRUCTOR is authorized to charge each participant a fee not to exceed \$5.00 for a regular public program. INSTRUCTOR is authorized to charge a higher fee for programs 3 hours or greater or for a program that requires the hiring of an additional specialist. In the event there are supply costs associated with any program, program participants will be expected to pay for those material costs. At the time the program is scheduled, INSTRUCTOR will notify the Parks and Recreation Director of these fees related to the cost of program materials. This higher fee shall require approval in advance from the Parks and Recreation Director. The INSTRUCTOR shall be responsible for the collection of all fees from each participant and shall retain 100% of such fees.

5. INDEPENDENT CONTRACTOR

INSTRUCTOR is an independent contractor under this Agreement. INSTRUCTOR is not an employee of CITY, and shall receive no benefits or compensation directly from CITY, except as stated in this Agreement, paragraph 4, Compensation.

6. COMPLIANCE WITH LAWS

INSTRUCTOR is responsible for complying with all applicable local, state and federal taxes, permitting and licensing requirements in the performance of the services provided as contained in this agreement. INSTRUCTOR shall at all

times comply with all federal, state, county, and CITY laws, rules, regulations and ordinances or any other governmental agency that has jurisdiction.

7. LIMITATION OF AUTHORITY

INSTRUCTOR shall not incur any obligations on behalf of or in the name of CITY, except upon express permission of the City of Fort Lauderdale Commission.

8. ASSIGNABILITY

INSTRUCTOR shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement, whether by assignment or novation, without prior written approval of CITY.

9. SEVERABILITY

If any section, subsection, sentence, clause, provision, or portion of this Agreement shall be held invalid for any reason, the remainder of this Agreement shall not be affected thereby.

10. NON-WAIVER

Failure of the CITY to insist upon the strict performance of any of the covenants, conditions and agreements of this Agreement in any one or more instances shall not be construed as a waiver or relinquishment in the future of any such covenants, conditions and agreements.

11. BACKGROUND CHECK

Each employee of INSTRUCTOR providing services to the City shall undergo and pass a background screening acceptable to the DEPARTMENT and paid for by INSTRUCTOR. Results of the background screening must be approved by the DEPARTMENT prior to the commencement of services provided as contained in this Agreement. Any guest instructors other than regular INSTRUCTOR staff shall also undergo and pass a background screening if they would be left unattended with children.

12. INSURANCE

INSTRUCTOR shall purchase and maintain continuously during the term of this Agreement, comprehensive general liability insurance with minimum combined single limits of \$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 their 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.

13. NOTICE - Wherever either party desires to give notice unto the other, it shall be given by written notice, sent certified by U.S. Mail, return receipt requested, addressed to the party to whom it is intended, at the places last specified, and the places for giving notice shall remain such until they are changed by written notice in compliance with this subsection. For the present, the parties designate the following as respective places for giving notice, to wit:

FOR CITY:

City of Fort Lauderdale  
Parks and Recreation Director  
1350 West Broward Boulevard  
Fort Lauderdale, FL 33316

WITH A COPY:

City of Fort Lauderdale  
City Attorney's Office  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301

FOR INSTRUCTOR:

Lee Gottlieb  
Director of Community Outreach  
6900 SW 21<sup>st</sup> Court Unit 8  
Davie, FL 33317

14. INDEMNIFICATION

INSTRUCTOR shall indemnify, defend, save and hold CITY fully harmless from and against any and all liabilities, claims, suits, actions, demands, losses, judgments or fines of every kind and nature, including all costs, expenses, attorney's fees, arising from, related to, or caused by INSTRUCTOR's use of, or occupancy of, or providing of services, or acts or omissions made during the term of this Agreement, including, but not limited to bodily injury, death and property damage. INSTRUCTOR shall be liable for all costs incurred by CITY in and about any such claim, suit, action, demand or loss for investigation of same. This indemnification shall not be limited by any insurance required under this Agreement. This indemnification shall survive the expiration, termination or revocation of this Agreement.

15. NON-DISCRIMINATION

INSTRUCTOR shall not in exercising any of the rights or privileges granted to him/her herein on the grounds of race, color, sex, or national origin, discriminate or permit discrimination against any persons or group of persons in any manner.

INSTRUCTOR shall comply with the applicable sections of Americans with Disabilities Act of 1990 (42 USC 126), which prohibits discrimination of handicapped individuals by denying them the right to participate in or benefit from the services provided pursuant to this Agreement. INSTRUCTOR understands that he/she is responsible for compliance with this Act. To the extent that any provisions of this Agreement are inconsistent with ADA, the requirements of the ADA shall control.

16. AMENDMENT

No modification, amendment or alteration of terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

17. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida, with venue in Broward County, Florida.

18. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between CITY and INSTRUCTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

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

WITNESSES:

CITY OF FORT LAUDERDALE

Safes Ali

Safes Ali

[Witness type/print name]

Jack Skene

Alex D. Penado

[Witness type/print name]

(CORPORATE SEAL)

[Signature]  
By  
Mayor

[Signature]  
By  
City Manager

ATTEST:

Jonda K. Joseph  
City Clerk

Approved as to form:

[Signature]  
Assistant City Attorney

WITNESSES:

*Ven Tran*  
[Witness type/print name]

*Jana Eckhardt*  
[Witness type/print name]

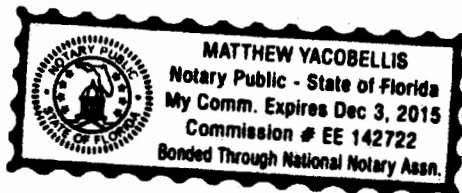
INSTRUCTOR

By: *Andrew C. Roberts*  
Print Name: Andrew Roberts  
Title: President

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 10 day of OCTOBER, 2012, by ANDREW ROBERTS, as President of Youth Environmental Alliance, Inc., on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

(SEAL)



*[Signature]*  
Notary Public, State of Florida  
(Signature of Notary taking  
Acknowledgment)

MATTHEW YACOBELLIS  
Name of Notary Typed, Printed  
or Stamped



My Commission Expires:  
Commission Number

## SCHEDULE "A"

### Scope of Services.

INSTRUCTOR shall conduct Nature Classes at Bill Keith Preserve, located in Fort Lauderdale, Florida and have use of any public outdoor area in Bill Keith Preserve 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 acknowledges and agrees that the CITY assumes no responsibility whatsoever for any property placed in, on, or throughout Bill Keith Preserve, 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 Bill Keith Preserve Park.

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