

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

Heal the Planet, 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 Snyder Park; and

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

WHEREAS, the City Commission of CITY by Motion at its meeting of December 19, 2017 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 3 years, beginning on January 1, 2018, and ending on December 31, 2020. 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 \$10.00 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.

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

INSTRUCTOR's employees performing services under this Agreement 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 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.

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:

Heal the Planet, Inc.
Executive Director
6218 North Federal Highway
Fort Lauderdale, Florida 33308

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 or revocation of this Agreement. Nothing in this Agreement shall constitute a waiver of sovereign immunity by the City.

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/VENUE/PUBLIC RECORDS

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

In the performance of the services contemplated under this Agreement, INSTRUCTOR shall comply with applicable regulatory requirements including federal, state and local laws, rules, regulations, ordinances, orders, codes, criteria and standards. INSTRUCTOR agrees to comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that

does not exceed the cost 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 City all public records in possession of the INSTRUCTOR 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 City in a format that is compatible with the information technology systems of the City.

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.

ATTEST:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida.

JEFFREY A. MODARELLI
City Clerk

By _____
JOHN P. "JACK" SEILER, Mayor

Date: _____

By _____
LEE R. FELDMAN, City Manager

(CORPORATE SEAL)

Approved as to form:
CYNTHIA A. EVERETT, City Attorney

By: _____
KIMBERLY CUNNINGHAM MOSLEY
Assistant City Attorney

WITNESSES:

HELPING HANDS, INC., a Florida non-profit corporation.

[Witness print/type name]

[Print Name, check title]

☐ President ☐ Vice President
☐ Authorized Signatory (Please provide corporate authorization)

[Witness print/type name]

ATTEST:

Secretary

[Print Name]

CORPORATE SEAL

STATE OF FLORIDA:
COUNTY OF _____:

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____ as _____ of HELPING HANDS, INC., a Florida non-profit corporation, who is ☐ personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)

Notary Public, State of Florida
(Signature of Notary Taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires: _____
Commission Number: _____

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 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.