

AGREEMENT  
BETWEEN CHARLOTTE COUNTY, FLORIDA, AND THE  
CHARLOTTE HARBOR ENVIRONMENTAL CENTER, INC.

**Section I – General Provisions**

1. Parties

This Agreement "AGREEMENT" is made between Charlotte County, a political subdivision of the State of Florida, located at 18500 Murdock Circle, Port Charlotte, Florida 33948, hereinafter "COUNTY," and the CHARLOTTE HARBOR ENVIRONMENTAL CENTER, INC., a Florida Not-For-Profit Corporation, with a principal address of 10941 Burnt Store Road, Punta Gorda, FL 33955, hereinafter "CHEC."

2. Purpose

The purpose of this AGREEMENT is to provide the terms of funding by COUNTY to CHEC, and to provide the terms of CHEC's use and operation of the facility known as the Environmental Center, Inc. at Cedar Point Park, located at 2300 Placida Road, Englewood, FL 34224, hereinafter "ENVIRONMENTAL CENTER".

3. Term of AGREEMENT

The term of this AGREEMENT shall be October 1, 2019 through September 30, 2020 unless otherwise terminated. COUNTY reserves the right to renegotiate and amend AGREEMENT where laws, regulations, or budget allocations make changes to AGREEMENT necessary or desirable.

4. Violation and Termination

AGREEMENT may be terminated by either party upon thirty (30) days written Notice to the other party. Any violation by CHEC of any provision of this Agreement or any applicable County, State, or Federal regulation is a material breach of this Agreement. Upon a material breach of the AGREEMENT by CHEC, COUNTY may terminate AGREEMENT immediately or grant CHEC reasonable time to cure. If COUNTY waives any breach of AGREEMENT, such waiver shall not be construed as a waiver of any subsequent breach.

5. Assignment

AGREEMENT may not be assigned, in whole or in part, without prior written consent of COUNTY.

**Section II – CHEC Obligations**

1. Programs

A. CHEC will provide qualified program leaders to conduct environmental programming.

B. The following programs are examples of programs to be provided to the public free of charge.

- i. Guided Nature Walks: Participants of all ages will be introduced to nature by a knowledgeable guide during a casual walk on nature trails.
  - ii. Seagrass Wading Trips: Participants collect and view creatures living in the seagrass beds of Lemon Bay under the direction of a knowledgeable guide.
  - iii. Mom & Tot programs: Small children and their care-giver learn to appreciate and enjoy nature through stories, songs, plays, crafts and short outdoor walks.
  - iv. Speakers and Workshops: Various environmental topics are discussed with the community.
- C. CHEC will maintain and provide to COUNTY a calendar of regularly scheduled programs and program descriptions.
- D. A minimum of 24 educational programs shall be provided by CHEC.
- E. CHEC shall conduct additional appropriate educational programs funded by other agencies and organizations.
- F. CHEC shall provide schedules and types of programs to COUNTY prior to scheduled events.
- G. Where appropriate, CHEC shall collect pre- and post-program information in the form of surveys or assessments from participants. Results of these assessments or surveys will be provided in summary to COUNTY.
- H. Each quarter, CHEC shall submit an invoice and quarterly reports as outlined in this AGREEMENT to COUNTY.

## 2. Environmental Center Operations

- A. ENVIRONMENTAL CENTER will be utilized by CHEC for office space.
- B. CHEC will staff and operate ENVIRONMENTAL CENTER from 8:30 to 4:30, Monday through Friday. CHEC staff shall organize and facilitate programs, maintain educational displays, answer phones and emails, free the public, and answer questions.
- C. From time to time, as necessary and appropriate, CHEC programs may be conducted on Saturdays.
- D. Programs conducted by CHEC under this contract are exempt from Facility Fees.
- E. CHEC agrees to recognize COUNTY on marketing materials and other publications and programs related to this AGREEMENT.

F. CHEC shall prepare, provide, and maintain a regularly updated calendar for COUNTY which details the scheduled the uses of the ENVIRONMENTAL CENTER.

G. CHEC shall maintain the schedule of all public uses and non-programming uses of the ENVIRONMENTAL CENTER. CHEC staff will notify appropriate COUNTY staff of proposed uses and direct the user to contact COUNTY to arrange for payment of fees. All payments for use of the building will be made directly to COUNTY.

3. Volunteers

A. CHEC shall train and manage volunteers who may assist with the following types of tasks:

- i. Opening and staffing the Visitor Center.
- ii. Conducting educational programs.
- iii. Conducting general trail maintenance
- iv. Other such duties as may be assigned by CHEC staff.

**Section III – Administrative**

1. Agreement Managers

All notices and communications pertaining to this AGREEMENT shall be provided to each party's designated Agreement Manager. The Agreement Manager for COUNTY is the Charlotte County Parks and Natural Resources Division Manager. The Agreement Manager for CHEC is CHEC's President.

2. Notice

Notices to Parties shall be written and delivered to:

COUNTY

Charlotte County Park and Natural Resources  
Division Manager  
514 E. Grace Street  
Punta Gorda, FL 33950

with a copy to:

Charlotte County Board of County Commissioners  
18500 Murdock Circle,  
Port Charlotte, FL 33948

CHEC

Charlotte Harbor Environmental Center, Inc.  
10941 Burnt Store Rd.  
Punta Gorda, FL 33955

If different representatives are designated by either party after execution of AGREEMENT, notice of the name and address of the new representative will be rendered in writing to the other party within thirty (30) days of such change.

3. Reports

CHEC shall provide the following reports to COUNTY in electronic format to the Parks and Natural Resources Division Manager and Sr. Environmental Land Management Specialist.

- A. A quarterly report, which is to include:
  - i. Number of staff and volunteer hours spent at each event/program.
  - ii. Attendance for each event/program.
  - iii. Number of visitors to Cedar Point Environmental Park.
- B. An annual operational report which summarizes the number of programs, total number of participants in each program as well as the number of visitors to the facility.

4. No Dual-Employment

No employee of CHEC may be an employee of COUNTY, unless approved by the Charlotte County Administrator.

5. Records

- A. CHEC shall follow Generally Accepted Accounting Principles, maintain books, records, documents, and other evidence which properly reflect all direct and indirect costs expended in the performance of AGREEMENT. These records shall be available for inspection, review, or audit by personnel duly-authorized by COUNTY.
- B. CHEC agrees to retain all books, records and other documents relative to this Agreement for five (5) years after final payment. Persons duly-authorized by COUNTY shall have full access to and the right to examine any materials during said period. These materials shall also be subject to Chapter 119, Florida Statutes, unless the materials meet a statutory exemption.

6. Financial

- A. Grants: CHEC will coordinate with COUNTY on grants which may support educational programs provided at each location. CHEC agrees to consult with COUNTY staff in seeking additional outside funding for management of natural resources on COUNTY-owned environmental lands. COUNTY is receptive and supportive of CHEC seeking grant opportunities to enhance and/or maintain programs with this AGREEMENT.

7. Non-Discrimination

CHEC shall comply with the Civil Rights Act of 1964. Specifically, CHEC agrees that:

- A. No person shall, on the grounds of race, color, sex, religion, age, disability, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program activity or service funded through this AGREEMENT.
- B. CHEC will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin. CHEC agrees to post in a conspicuous place available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

8. Compliance with Laws

- A. CHEC shall comply with all applicable statutes, ordinances, rules, orders, regulations, and requirements of the federal, state, county, and city governments, and of all governmental agencies regarding the said use of the ENVIRONMENTAL CENTER/PARK. CHEC shall take such action as is necessary to prevent and correct any nuisance or other grievance in, upon, or connected with the use of ENVIRONMENTAL CENTER/PARK during the term of the AGREEMENT.

9. Independent Contractor

- A. CHEC is an independent contractor and is not an employee, servant, agent, partner or joint venture of COUNTY. Neither the COUNTY nor any of its employees shall have any control over the conduct of CHEC or any of CHEC's employees, except as herein set forth, and CHEC expressly warrants not to represent at any time or in any manner that CHEC or any of CHEC's agents, servants or employees are in any manner agents, servants, or employees of COUNTY. It is understood and agreed that CHEC is, and shall always remain as to COUNTY, a wholly independent contractor and that CHEC's obligations to COUNTY are solely as prescribed by this Agreement.

10. Indemnification

- A. CHEC agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its authorized officers, employees, agents and volunteers from all claims, actions, losses, damages, and/or liability arising out of this AGREEMENT from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by COUNTY because any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. CHEC's indemnification obligation applies to COUNTY's "active" as well as "passive" negligence but does not apply to the COUNTY's "sole negligence" or "willful misconduct" as defined by Florida Statute §768.28. CHEC agrees that the first ten dollars (\$10.00) of compensation received under this contract represents specific consideration for this indemnification obligation.

11. Insurance

- A. CHEC shall maintain public liability and property damage insurance in amounts approved by COUNTY and reasonably estimated to discharge its obligations under this AGREEMENT.

12. Employee Restrictions

- A. Charlotte County will not intentionally award publicly-funded contracts to any Consultant who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. COUNTY shall consider employment by CHEC of any consultant, subconsultant, or subcontractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the CHEC of the employment provisions contained in Section 274A(e) of the INA shall be grounds for immediate termination of this AGREEMENT by COUNTY.
- B. If an owner (except a stockholder in a publicly traded corporation) or an employee of the CHEC has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the CHEC shall ensure that the offender's or predator's work on the project is consistent with the terms of his probation and registry requirements.
- C. CHEC shall incorporate the terms of paragraphs A and B into all contracts with any subconsultants or subcontractors.

**Section IV – COUNTY Obligations**

1. Payment and Funding

- A. For the administration of facilities, delivery of programs, and general trail maintenance COUNTY shall pay the sum of thirty-two thousand, four hundred dollars (\$ 32,400.00) to CHEC.
- B. Payment will be rendered at the end of each quarter, upon the receipt of a quarterly report and invoice. All invoices will include a description of work to be paid including the dates of required educational programming.
- C. COUNTY shall provide basic grounds maintenance, building maintenance, room rental collections, room rental setup, and cleanup.
- D. COUNTY shall designate a single point of contact for purposes of the payment of fees related to a public use of the building.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT in Charlotte County on this 24<sup>th</sup> day of October, 2019.

WITNESSES:

Signed By:

Print Name:

Date:

Signed By:

Print Name:

Date:

ATTEST:

Roger D. Eaton, Clerk of Circuit Court and Ex-officio Clerk of the Board of County Commissioners

By:

Deputy Clerk

Charlotte Harbor Environmental Center, Inc.

Signed by:

Print Name:

Title:

Date:

SENIOR DIVISION MANAGER

By:

Kim Corbett

Date:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:

Janette S. Knowlton, County Attorney

LR 2019-0591