



Orange County Government

Orange County
Administration Center
201 S Rosalind Ave.
Orlando, FL 32802-1393

Legislation Text

File #: 25-1091, **Version:** 1

Interoffice Memorandum

DATE: July 10, 2025

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: N/A

FROM: Tanya Wilson, AICP, Director, Planning, Environmental, and Development Services Department

CONTACT: Renée H. Parker, LEP, Manager, Environmental Protection Officer

PHONE: (407) 836-1420

DIVISION: Environmental Protection Division

ACTION REQUESTED:

Approval and execution of Orange County, Florida and Oakland Nature Preserve, Inc FY 2024-2025 Grant Agreement. District 1. (Environmental Protection Division)

PROJECT: Agreement between Orange County and the Oakland Nature Preserve, Inc.

PURPOSE: Since 2005, Orange County has provided financial assistance to Oakland Nature Preserve (ONP) for the purposes of meeting their mission of continual restoration of the ecosystems that occur on ONP as well as supporting their educational efforts. Orange County wishes to continue this support which is outlined in the Agreement. (Attachment 1).

As background, the Preserve is located at 747 Machette Trail in Oakland Florida and encompasses approximately 150 acres of land - 50 acres of uplands and 100 acres of forested wetlands - and includes a boardwalk to Lake Apopka with a classroom-sized pavilion on the lakefront and a pavilion on the West Orange Trail.

ONP was established in 1997 as a 501(c)3 nonprofit corporation and began the task of gathering the resources necessary to complete the acquisition of the property. The property was acquired with a grant from The Florida Communities Trust, contributions by the St. Johns River Water Management District and the Florida Department of Environmental Protection and over one-half million dollars in donations. ONP was able to complete the land acquisition of the preserve in 1999.

Once the property was purchased, the ecologic restoration work on ONP began. The site had been used for citrus farming for many years, and the goal was to restore the land to its original sandhill habitat. The restoration work involved exotic species removal and the establishment of native plant species. Simultaneously, gopher tortoises were introduced to the site and as the plant community improved, native bird and mammal species that utilize Sandhill and Wetland habitats for all or part of their life cycle began to reappear.

Once the initial restoration efforts were underway ONP shifted their focus on educating the public on both the Lake Apopka restoration efforts as well as the upland and wetland habitat that occur on ONP; due to this shift in focus the founders decided to create an environmental education center and expand their mission. The mission of ONP is:

“To promote an understanding of the fragile balance between mankind and the environment by educating visitors about Lake Apopka basin's ecosystems and cultural history, and by restoring and conserving the lands within the Preserve.”

The Environmental Protection Division (EPD) is requesting the Boards approval of the Agreement between Orange County and ONP. This agreement delineates how ONP will utilize the funding and requires a report be submitted to EPD in a timely manner to demonstrate that the educational activities have been satisfactorily conducted as required by this agreement.

The Agreement was reviewed and approved as to form by the County Attorney's Office.

BUDGET: N/A

**ORANGE COUNTY, FLORIDA
AND
OAKLAND NATURE PRESERVE, INC.**

FY 2024-2025 GRANT AGREEMENT

THIS AGREEMENT made and entered into this 26 day of August 2025, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the “County,” and Oakland Nature Preserve, Inc., a Florida not-for-profit corporation, hereinafter referred to as the “Oakland Nature Preserve”.

WITNESSETH:

WHEREAS, Oakland Nature Preserve has applied to the County for a donation of funds for activities, programs, and services sponsored by Oakland Nature Preserve, and set forth more specifically in Exhibit “A” attached hereto and incorporated herein by reference; and

WHEREAS, the County has determined that it is in the public interest to fund the specified activities, programs, and services in order to promote and preserve the environment of Orange County, and, to that end, the County has appropriated funds for donation to Oakland Nature Preserve for these specified purposes; and

WHEREAS, the County desires to enter into an agreement with Oakland Nature Preserve whereby Oakland Nature Preserve will receive and utilize the donated funds of the County in accordance with the terms and conditions herein set forth; and

WHEREAS, Oakland Nature Preserve has available the necessary qualified and trained personnel, facilities, materials and supplies to perform its obligations as set forth in this Agreement;

THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree as follows:

Section 1. Recitals.

The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. County's Obligation.

The County has appropriated for the period commencing October 1, 2024, and ending September 30, 2025, the total sum of Fifteen Thousand Dollars and No/100 (\$15,000.00) to be administered and disbursed by the County solely for the purposes set forth in Exhibit "A". Any funds not spent or encumbered by September 30, 2025, for the designated purpose set forth in Exhibit "A", shall be returned to the County within thirty (30) days of the expiration or termination of this Agreement.

Section 3. Oakland Nature Preserve Obligation.

3.1 Independent Contractor. The parties expressly acknowledge that Oakland Nature Preserve is acting as an Independent Contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership, or joint venture relationship between the parties.

3.2 Nondiscrimination. Oakland Nature Preserve, in performing under this Agreement shall not discriminate against any worker, employee or applicant or any member of the public because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment practice on such basis.

3.3 Accounting. Oakland Nature Preserve will utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the funds contributed by the County as will be in accordance with generally accepted accounting principles. Oakland Nature Preserve shall submit reports to the County's Environmental Protection Division according to the terms described in Exhibit "B". Failure to submit such statements/reports shall constitute grounds for termination of this Agreement and refund of County contributions.

3.4 Non Profit Status. Oakland Nature Preserve agrees to maintain its non-profit status in the State of Florida throughout the term of this Agreement. If Oakland Nature Preserve should, during the term of this Agreement, lose its non-profit status, it shall immediately notify the County in writing, and the County reserves the right to terminate this Agreement immediately. Should the County terminate this Agreement due to Oakland Nature Preserve's loss of non-profit status, Oakland Nature Preserve shall return all monies granted or donated to it under this Agreement within thirty days of the effective date of termination.

3.5 Right to Inspect and Audit Accounts. During the term of this Agreement and for a period of five (5) years after expiration or termination of this Agreement, Oakland Nature Preserve, with respect to the receipt and expenditure of funds provided under this Agreement, shall permit County staff and the Orange County Comptroller staff to inspect and audit Oakland Nature Preserve books and accounts at any time during normal working hours, provided that reasonable notice is given to Oakland Nature Preserve prior to any such inspection. Any costs incurred by Oakland Nature Preserve as a result of a County audit shall be the sole responsibility of and shall be borne by Oakland Nature Preserve.

3.6 Maintenance of Records; Audit. For a period ending five (5) years after the expiration or termination of this Agreement, Oakland Nature Preserve shall make all records and documents relating to this Agreement available for inspection and copying by the County or any agent designated by the County.

3.7 Assignment. Oakland Nature Preserve may not assign its rights hereunder. Failure to comply with this section will result in immediate termination of this Agreement.

3.8 Indemnification. Oakland Nature Preserve agrees to indemnify and save harmless the County from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including reasonable attorney's fees, of any kind and nature arising or growing out or in any way connected with the performance of this Agreement. The parties acknowledge that this indemnity and hold harmless provision is a material inducement for the County to enter into this Agreement.

3.9 No Lobbying Permitted. No funds paid under this Agreement shall be expended for any lobbyist, as such term is defined in section 2-351 of the Orange County Code, to engage in any lobbying activities designed to influence decisions or other foreseeable actions of the Board of County Commissioners or the governing body of any other municipality located within Orange County. Furthermore, Oakland Nature Preserve agrees that it shall not undertake, or cause to be undertaken, or participate in, any lobbying before the state legislature in order to advocate for or influence legislative decision making inconsistent with legislative priorities adopted by the Board of County Commissioners, without the prior written consent of the Board or the County Administrator.

Section 4. Term and Termination.

The term of this Agreement shall begin on October 1, 2024 and shall continue until September 30, 2025. However, this Agreement can be terminated by either party at any time, with or without cause, upon no less than fifteen (15) days notice in writing to the other party. Notice of Termination shall be delivered by certified mail or in person to the business address of the party upon whom such notice is served.

Section 5. Notice.

Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given five (5) days after depositing with the U.S. Postal Service, postage prepaid; one day after depositing with a nationally recognized overnight courier service; or on the day of hand delivery provided that such delivery occurs prior to 5:00 p.m. to the address listed below, or to such address as either party may from time to time designate by written notice provided in accordance with this paragraph:

To County:

Orange County
Environmental Protection Division
Attn.: Renee Parker, EPD Manager
3165 McCrory Place, Suite 200
Orlando, FL 32803
Phone: (407) 836-1400

To Oakland Nature Preserve:

Nicole O'Brien, Managing Director
Oakland Nature Preserve
PO Box 841
747 Machete Trail
Oakland, Florida 34760
Phone: (407) 905-0054

Section 6. Miscellaneous.

6.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties. Any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein.

6.2 Waivers. Performance of this Agreement by either party, after notice of default of any of the terms, covenants, or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

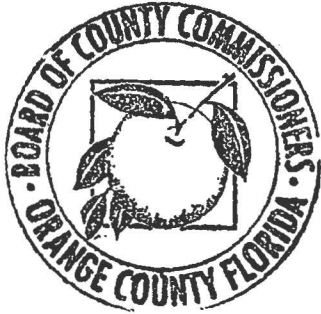
6.3 No Third Party Beneficiaries. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties to the Agreement.

6.4 Governing Law; Venue. The parties acknowledge that this Agreement is executed and delivered in the State of Florida. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for all actions arising out of or related to this Agreement shall be proper only in a state court of competent jurisdiction located in Orange County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set below.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



By: *Jerry L. Demings*
for Jerry L. Demings, Orange County Mayor

Date: August 26, 2025

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OAKLAND NATURE PRESERVE

By: *Nicole O'Brien*

Title: Managing Director

Date: 07/14/2025

EXHIBIT “A”

OAKLAND NATURE PRESERVE

ACTIVITIES AND ITEMS FOR WHICH FUNDING IS REQUESTED

Funding in the amount of \$15,000.00 has been approved for Oakland Nature Preserve. This grant can only be used to pay for the items listed.

Project	Cost	Notes
General Maintenance	\$ 15,000.00	Ongoing maintenance needs, in and around the building and property.
Total	\$15,000.00	

EXHIBIT “B”

The following reports should be submitted to the Orange County Environmental Protection Division:

Description of report and submittal date:

An itemized report of activities or items purchased no later than 60 days after the completion budget year ending subsequent to the signing of this agreement. Failure to submit such report shall constitute grounds for termination of this Agreement and refund of County contributions.

Mail the report(s) to:

Orange County
Environmental Protection Division
Attn.: Renee Parker, EPD Manager
3165 McCrory Place, Suite 200
Orlando, Florida 32803
Phone: (407) 836-1400