



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2019-10-15 10:05 - Regular School Board Meeting
AGENDA ITEM	ITEMS
CATEGORY	L. OFFICE OF PORTFOLIO SERVICES
DEPARTMENT	Facility Planning and Real Estate

Special Order Request <input type="radio"/> Yes <input checked="" type="radio"/> No
Time
Open Agenda <input type="radio"/> Yes <input checked="" type="radio"/> No

ITEM No.:

L-4.

TITLE:

Landowner Agreement with the Florida Fish and Wildlife Conservation Commission at New River Middle School

REQUESTED ACTION:

Approve the Landowner Agreement for Ingress/Egress and Conducting Natural Resource Survey and Sampling Activities (Landowner Agreement), as shown in the Boundary and Topographic Survey and specifically described in Exhibits A, B, C and pertaining to New River Middle School.

SUMMARY EXPLANATION AND BACKGROUND:

The Florida Fish and Wildlife Conservation Commission is requesting approval from The School Board of Broward County, Florida as landowner of New River Middle School, for Ingress/Egress to conduct Natural Resource Survey and Sampling Activities in the area identified and described in Exhibit A and C. The scope of the project is described in details in Exhibit B.

This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel. This Agreement will be executed by the Florida Fish and Wildlife Conservation Commission after School Board approval.

SCHOOL BOARD GOALS:

Goal 1: High Quality Instruction Goal 2: Safe & Supportive Environment Goal 3: Effective Communication

FINANCIAL IMPACT:

There is no financial impact to the District.

EXHIBITS: (List)

(1) Executive Summary (2) Agreement Ingress-Egress (3) Addendum (4) Exhibit A (5) Exhibit B (6) Exhibit C

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Chris O. Akagbosu	Phone: 754-321-2162
Name: Shernette Grant	Phone: 754-321-2070

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title

Leslie M. Brown - Chief Portfolio Services Officer

Signature
Leslie M. Brown
9/26/2019, 10:29:19 AM

Approved In Open Board Meeting On:
By:

OCT 15 2019
Heath P. Burkhardt
School Board Chair

EXECUTIVE SUMMARY

Landowner Agreement with the Florida Fish and Wildlife Conservation Commission at New River Middle School

The Florida Fish and Wildlife Conservation Commission (FWC) is requesting approval of the Landowner Agreement for Ingress/Egress and Conducting Natural Resource Survey and Sampling Activities (Landowner Agreement) from The School Board of Broward County, Florida (SBBC) to conduct Natural Resource Survey and Sampling Activities at New River Middle School. The project is part of the Living Shoreline Feasibility Study in Broward County, Florida.

The project was designed between July and August 2019, by the FWC. In addition to the FWC, Broward County Environmental Planning and Community Resiliency Division, and Broward County Public Schools Innovative Programs Department are involved in the project. The project is supported by New River Middle School teachers and administrative staff. In addition, the project will provide research and volunteer opportunities for New River Middle School students. Upon becoming effective, the Landowner Agreement will be valid until September 1, 2020.

Approving the Landowner Agreement by SBBC will result in no financial impact, no maintenance costs, and will not have any future financial impact to SBBC.

**LANDOWNER AGREEMENT FOR
INGRESS/EGRESS AND CONDUCTING NATURAL RESOURCE SURVEY
AND SAMPLING ACTIVITIES**

This Agreement is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600 (COMMISSION) and the party named below (LANDOWNER).

The School Board of Broward County, Florida

Name of Landowner Telephone Number

600 SE 3rd Ave, Ft. Lauderdale, FL 33301

Street Address City State Zip

The LANDOWNER presently owns the land identified in Exhibit A, attached hereto and made part of this agreement, and agrees to grant the COMMISSION and its contractors temporary access to said land for the purpose of ingress/egress and conducting natural resource survey and sampling activities as part of the living shoreline feasibility studies as described in the Scope of the Project, attached hereto and made a part of this Agreement as Exhibit B.

1. The LANDOWNER warrants that it is presently the owner of uplands located north and adjacent to the project site (a copy of title, warranty deed, survey or other evidence of ownership is attached hereto and made a part hereof as Exhibit A), and hereby agrees to provide same as a temporary staging and ingress/egress area for the COMMISSION and its contractors for the purposes of the feasibility project.
2. The COMMISSION, or its contractors or agents, shall be permitted to conduct resource surveys and sampling activities commencing on the date of execution of this Agreement and ending no later than September 1, 2020. The aforementioned dates shall encompass the term of this Agreement, unless extended by amendment, or terminated as provided herein.
3. Specific portions of LANDOWNER property shall be provided for use as ingress/egress and surveys and sampling in the general areas identified on an aerial map (or other map), included herein as part of Exhibit C.
4. Following the living shoreline feasibility project intended by this Agreement, the COMMISSION, or its contractors or agents, shall restore LANDOWNER property to the condition existing at the commencement of this Agreement.
5. The LANDOWNER shall not receive any monetary compensation from the COMMISSION for the use of its land as provided for herein.
6. As consideration of this Agreement, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement.
7. All records in conjunction with this Agreement shall be public records in accordance with the laws

applicable to the parties.


8. This Agreement may not be assigned in whole or in part without the written approval of all parties. Any such assignment or attempted assignment shall be null and void.
9. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.
10. The parties hereto do not intend, nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a party to this Agreement.
11. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party delivered by hand or by certified mail, return receipt requested.
12. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in section 768.28, Fla. Stat., as amended.
13. This Agreement, Addendum and all incorporated attachments and exhibits represents the entire agreement of the parties. This Agreement may be amended by mutual written agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed through their duly authorized signatories on the date and year last written below.

FISH & WILDLIFE CONSERVATION COMMISSION


Eric Sutton, Executive Director
or designee


Signature of Witness


Signature of Witness

Approved as to form and legal sufficiency:


Signature of Commission Attorney


LANDOWNER

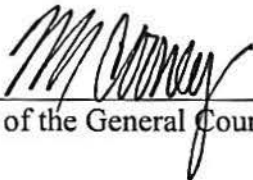
(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By 
Heather P. Brinkworth, Chair

ATTEST:


Robert W. Runcie, Superintendent of Schools
Approved as to Form and Legal Content:


Office of the General Counsel

Attachments: Exhibit A - Copy of Deed, Title, Survey or other Evidence of Ownership
Exhibit B - Project Scope of Work
Exhibit C- Aerial Map

Ingress/Egress Agreement (Updated December 13, 2013)

ADDENDUM
to
**LANDOWNER AGREEMENT FOR INGRESS/EGRESS AND CONDUCTING NATURAL
RESOURCES SURVEY AND SAMPLING ACTIVITIES**

1. **Hours of Access.** COMMISSION acknowledges that LANDOWNER's property is an operating public middle school with before care between the hours of 7:30 to 8:30 AM, normal classroom hours between 9:30 to 4:00 PM, and after care hours from 4:00 to 6:00 PM, Monday through Friday. Access by COMMISSION, its contractors and agents shall be coordinated and scheduled in advance with New River Middle School's Principal to minimize disruption of educational programs.

2. **Background Screening.** COMMISSION, its contractors and agents agree to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by LANDOWNER in advance of COMMISSION, its contractors and agents being afforded access, contact or control of funds as set forth herein above. The COMMISSION shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the COMMISSION and its personnel. The parties agree that the failure of the COMMISSION to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling LANDOWNER to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, each party agrees to indemnify and hold harmless the other party, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from its failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes, as amended from time to time. Nothing herein is intended nor shall be construed as consent to be sued by any third party or a waiver by LANDOWNER or the COMMISSION of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes, as amended from time to time.

3. **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

4. **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

5. **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To THE LANDOWNER: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director, Facility Planning and Real Estate Department
The School Board of Broward County, Florida
600 Southeast Third Avenue – 8th Floor
Fort Lauderdale, Florida 33301

To The COMMISSION: Erin E. McDevitt, MESS Project Manager
The Florida Fish and Wildlife Conservation Commission
19100 SE Federal Highway
Tequesta, Florida 33469

6. **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. COMMISSION shall keep and maintain public records required by The LANDOWNER to perform services required under this agreement. Upon request from The LANDOWNER's custodian of public records, COMMISSION shall provide The LANDOWNER with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. COMMISSION shall ensure that public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if COMMISSION does not transfer the public records to The LANDOWNER. Upon completion of the Agreement, COMMISSION shall transfer, at no cost, to The LANDOWNER all public records in possession of COMMISSION or keep and maintain public records required by The LANDOWNER to perform the services required under the Agreement. If COMMISSION transfer all public records to The LANDOWNER upon completion of the Agreement, COMMISSION shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If COMMISSION keeps and maintains public records upon completion of the Agreement, COMMISSION shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to The LANDOWNER, upon request from The LANDOWNER's custodian of public records, in a format that is compatible with The LANDOWNER's information technology systems.

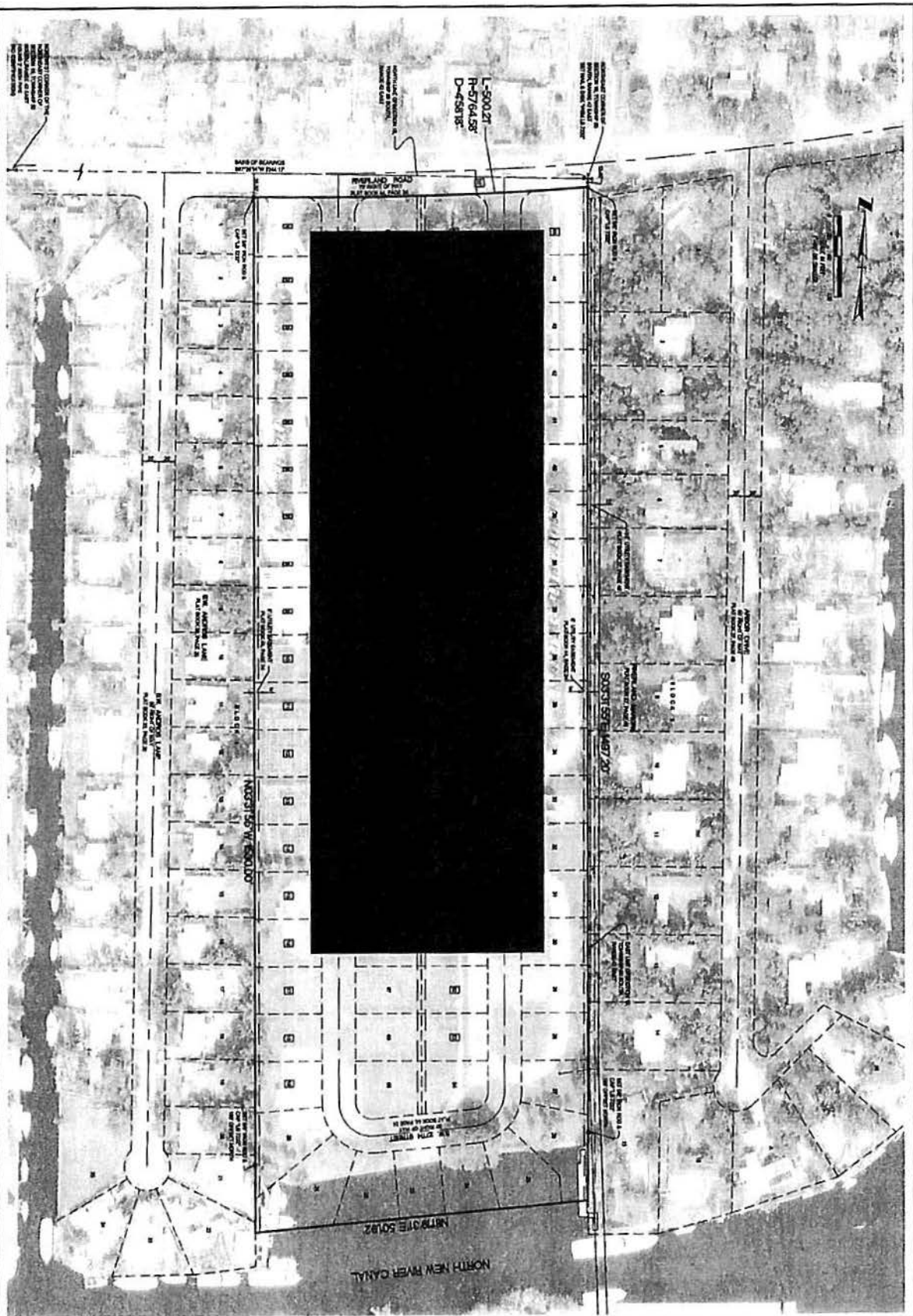
IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATION TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT REQUELL BELL, 754-321-1900, REQUELLBELL@BROWARDSCHOOLS.COM, 600 SE 3RD AVENUE FORT LAUDERDALE, FL 33301.



H:\Survey_Drawing\Whidden Surveying\New River Middle School FWC\Drawing New River Middle School_FWC.dwg - 4/15/2019 4:16:18 PM - AutoCAD 2010 (General Documentation).pc3

EXHIBIT A

<p>2 4</p>	<p>BOUNDARY & TOPOGRAPHIC SURVEY NEW RIVER MIDDLE SCHOOL LIVING SHORELINE FLORIDA FISH & WILDLIFE COMMISSION</p>	<p>Whidden Surveying & Mapping, Inc. 8800 Suncoast Road, Ste 114 Palm Beach Gardens, FL 33411 Phone: 561.790.8547 Fax: 561.790.8547 www.whiddensurveying.com Licensed Business No. 7332</p>	<p>DATE: 04/15/2019 TIME: 4:16:18 PM USER: [unreadable] PLOT: [unreadable]</p>
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<p>60 48 36 24 12 0</p>	<p>BOUNDARY & TOPOGRAPHIC SURVEY NEW RIVER MIDDLE SCHOOL LIVING SHORELINE FLORIDA FISH & WILDLIFE COMMISSION</p>	<p>DATE: 04/15/2019 TIME: 04:15:21 PM USER: JWH PLOT: 1 SCALE: 1" = 40'</p>	 <p>Whidden Surveying & Mapping, Inc. 2222 Seaboard Blvd., Ste. 114 Royal Palm Beach, FL 33411 Phone: 561.780.5513 Fax: 561.780.6331 www.whiddensurveying.com Licensed Professional No. 7232</p>	<p>DATE: 04/15/2019 TIME: 04:15:21 PM USER: JWH</p>
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Exhibit B - Scope of Work
New River Middle School Living Shoreline Feasibility Study in Broward County, FL

Project Manager

Erin McDevitt, FWC
Florida Fish and Wildlife Conservation Commission
19100 SE Federal Hwy
Tequesta, FL 33469
(561) 882-5715
Erin.McDevitt@MyFWC.com

Project Partners

Broward County Environmental Planning and Community Resilience Division (BCEPCRD) is providing staff and resources to provide technical guidance and to conduct natural resource surveys at the project site. The County will also take the lead in coordinating with adjacent property owners. The BCEPCRD anticipates contributing at least \$3,622.08 of in-kind resources for benthic surveys and a report.

Contact: Greg Ward

New River Middle School (NRMS) teachers and students will conduct pre-, during-, and post-construction surveys. The teachers are eager to initiate this project and for their students to have a hands-on opportunity to learn from its transition from a seawall to a living shoreline. Over the course of the next FY, the NRMS teachers and students will conduct bird, fish, and water quality surveys, contributing an estimated \$8,400 in in-kind services.

Contact: Katie O'Fallon

Project Description

Estuarine resources are severely depleted in Broward County as a result of extensive coastal development. Due to narrow waterways and excessive armoring of shorelines, few opportunities exist in the County for large-scale estuarine restoration projects. Living shorelines, in place of or in front of seawalls, are one option for adding mangrove and saltmarsh habitats to this urban system. The FWC, BCEPCRD, NRMS, Broward County's Parks and Recreation Division and TNC (the "project team") are interested in implementing living shorelines on highly visible public lands to gain public awareness and

appreciation for this alternative to hard-armoring. This team has identified the New River Middle School as an excellent location to build a demonstration project.

The New River Middle School project site, owned by The School Board Broward County, Florida, has approximately 500 ft of sea-walled shoreline on the South Fork of the New River. This school hosts a marine science magnet program and is an excellent candidate for installation of a living shoreline. The project is supported by the NRMS teaching and administrative staff; and will provide research and volunteer opportunities for students. Furthermore, the site is set back from the navigation channel and adjoining seawalls and there will be no interference with existing adjoining infrastructure.

Topography, bathymetry, and sediment analysis for this location have been acquired. Water quality monitoring will be conducted with FWC owned equipment. Funding has been acquired from FWC for the 19/20 fiscal year (July 1, 2019 – June 30, 2020) to provide the following deliverables for the New River Middle School living shoreline project:

- 1) Produce three or more feasible living shorelines design options.
- 2) Prepare and submit permit applications for the US Army Corps of Engineers, FL DEP, and Broward County for the chosen living shoreline design.

Project Size (Acres)

The project area is approximately 3.00 acres, including 500 ft of seawalled shoreline

Estimated Project timeline

- Aug 2019- BCEPCRD will conduct benthic resource surveys
- Oct 2019 - The School Board of Broward County, Florida and FWC will execute MOA
- Oct-Nov 2019- Identify contractor, finalize scope of work, and execute contract.
- Nov-Dec 2019- Contractor will consult with the BRT and The School Board of Broward County, Florida and will provide design options to the team.
- Dec 2019- Stakeholders and adjacent land owners will be informed of the potential plans and their concerns will be documented and addressed.
- Jan 2020- Final design plan will be selected by the BRT and submitted to the New River Middle School and The School Board of Broward County, Florida to be entered into the approval process
- Feb-March 2020- Contractor will prepare permit applications and will coordinate pre-application meetings with permitting agencies to be attended by regulators, contractor, and BRT.
- April 2020- All permit applications will be submitted by the contractor.

- April - May 2020- Contractor will continue to coordinate with the BRT and will respond to questions and RAI's from the permitting agencies.
- May 15, 2020- Final invoice will be submitted by contractor to FWC. BRT will take over management of the permit process if permit not yet issued.

***IMPORTANT NOTE-** Funding for project implementation has not been identified. Upon achieving a suitable approved design and obtaining permits, the project team will initiate searching for grant or agency funding to implement the project.

Sustainability

Long-term sustainability will be a consideration in selection of final project designs. Ultimately, project designs that will sustain more frequent and stronger storms and increases in tidal volume and amplitude will be given priority. A representative from Broward County Climate, Energy, and Sustainability Section is a member of the project team and will ensure the County's goals are incorporated into the final designs. Additionally, TNC is conducting risk analysis studies of living shoreline designs in Miami and will work with the project team to incorporate lessons learned from those studies into our designs.

Methods

Living shoreline designs will be developed based on the existing site conditions, viable habitat options, the status of existing seawalls, proximity of navigation channels, the interests of immediate neighbors (e.g. view of water, desire to attract birds, etc.), the necessary space and depths for ingress and egress of boat traffic, and any other factors identified during the design process. Methods to assess these factors are known and proven.

The project team will request that the contractor provide designs that include removal of the existing seawall in order to provide a natural sloping shoreline that can support native flora and fauna and will provide access for the students. The seawall at this site is adjacent to privately owned seawalls on both sides. The project design will likely require wing-walls in order to ensure stability to the neighboring properties. Project designs will not extend to the farthest extent of the property (ie there will be a significant buffer between the project and the school's boundaries with the neighbors).

The New River Middle School would like this project to become a "living classroom." The contractor will work closely with the project team to include accessibility, student opportunities and safety requirements when engineering the project design. The project will maximize opportunities to create ample and diverse habitats to benefit as many species as possible (e.g. seagrass, mangrove, bivalve, and bird foraging/nesting habitats). Additionally, it will be a priority to design a living shoreline that will require little to no maintenance.

Exhibit C

**Marine Estuarine Habitat Restoration Site
New River Middle School Area**



Legend

- Proposed Site

