

EXECUTIVE SUMMARY

Terminate Agreement Between The School Board of Broward County, Florida and PLANT 4, Inc.

In 2017, Broward County Public School (BCPS) was approached by PLANT 4, Inc., a nonprofit organization for the purpose of developing a public/private partnership between The School Board of Broward County, Florida (SBBC) and PLANT 4, Inc, which involved the production of certain leafy vegetables on school grounds. As part of this partnership, a school curriculum would be developed and students would learn all about Controlled Environmental Agriculture (CEA).

Thereafter, on April 24, 2018, the SBBC approved Agenda Item No. FF-1 (Agreement between The School Board of Broward County, Florida (SBBC) and PLANT4; a Nonprofit Organization) and entered into a twenty-five (25) year Agreement with PLANT 4, Inc., to secure an innovative concept school implementing the CEA project, which was aligned to the Reimagining Middle Grade tenet of the Strategic Plan. As part of this Agreement PLANT 4, Inc. would lease a 2.06-acre portion of vacant land located at Plantation Middle School and build a Space Plate Greenhouse and ancillary facilities for developing the innovative educational experience and sustainable crop production.

Per the Agreement, PLANT 4, Inc., would be responsible for providing all the necessary funding and cost at \$2,300,000 plus \$1,600,000 to develop the middle school's STEM and supporting Applied Learning curriculum, professional development, staffing and instructional materials needed for the program. The SBBC would retain all rights and ownership to the developed curriculum, professional development, and instructional material, and the \$1,600,000 would be paid directly to the Department of Applied Learning in six (6) installment payments, which would be as follows:

1. June 24, 2018 in the amount of \$385,990.00
2. October 15, 2018 in the amount of \$239,777.50
3. April 15, 2019 in the amount of \$239,777.50
4. October 15, 2019 in the amount of \$206,477.50
5. April 15, 2020 in the amount of \$206,477.50
6. October 15, 2020 in the amount of \$321,500.00

PLANT 4, Inc. was also required to start construction of its Space Plate Greenhouse and ancillary facilities within one (1) year of the execution of the Agreement, which would have been April 24, 2019. Per the Agreement, PLANT 4, Inc. was required to obtain all the necessary approvals for the design and construction of the Space Plate Greenhouse and ancillary facilities from the SBBC's Building Department, and all other appropriate agencies having jurisdiction regarding the construction. PLANT 4, Inc. was also obligated to furnish SBBC with a certificate of insurance naming SBBC as an additional insured prior to performing any inspections upon the school's grounds. The cost to construct the improvements cited in the Agreement was at the sole expense of PLANT 4, Inc. and upon conclusion/expiration of the Agreement, such improvements would become the property of SBBC.

Unfortunately, PLANT 4, Inc. did not fulfill its obligations as called for in the Agreement. Thereafter, on March 8, 2019, District staff issued three (3) Notices of Delinquency to PLANT 4's, Inc. executive body, which notices are as follows:

- Notice of Delinquency; Written Demand to Cure Agreement Default – PLANT 4 Payment Installment due date June 24, 2018

- Notice of Delinquency; Written Demand to Cure Agreement Default – PLANT 4 Payment Installment due date October 15, 2018
- Notice of Delinquency; Written Demand to Cure Agreement Default – PLANT 4's Insurance Requirement

The cited notices were transmitted to PLANT 4, Inc. by U.S. Certified Mail. However, all cited notices were returned to sender due to insufficient address. Upon this outcome, additional due diligence took place including attempts to determine financial viability and additional attempted phone contact with no actionable results with PLANT 4, Inc. Unfortunately, these attempts were unsuccessful; hence this request to terminate the Agreement.

If approved by SBBC, the termination of this Agreement would be effective immediately, and allow SBBC to commence suit against PLANT 4, Inc., if deemed applicable, to recover damages under the Agreement.