

AGREEMENT

Between

BROWARD COUNTY

and

SCHOOL BOARD OF BROWARD COUNTY

to

IMPLEMENT THE TERMS OF THIS PARTNERSHIP AGREEMENT IN SUPPORT OF
NATURESCAPE WITHIN THE BROWARD COUNTY SCHOOL DISTRICT AREAS
AND AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC ACTIVITIES AS
REQUIRED BY THIS AGREEMENT TO BE PERFORMED BY THE BROWARD
COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT
DEPARTMENT

AGREEMENT

Between

BROWARD COUNTY

and

SCHOOL BOARD OF BROWARD COUNTY

to

IMPLEMENT THE TERMS OF THIS PARTNERSHIP AGREEMENT IN SUPPORT OF
NATURESCAPE WITHIN THE BROWARD COUNTY SCHOOL DISTRICT AREAS
AND AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC ACTIVITIES AS
REQUIRED BY THIS AGREEMENT TO BE PERFORMED BY THE BROWARD
COUNTY ENVIRONMENTAL PROTECTION AND GROWTH MANAGEMENT
DEPARTMENT

This is an Agreement, made and entered into by and between: BROWARD
COUNTY, a political subdivision of the state of Florida, hereinafter referred to as
"COUNTY,"

AND

The SCHOOL BOARD OF BROWARD COUNTY, a political subdivision of the
state of Florida, hereinafter referred to as "SBBC."

WHEREAS, the purpose of this Agreement is to implement certain terms of this Partnership Agreement between the COUNTY and SBBC, as described herein and in the Exhibits hereto; and

WHEREAS, a high quality and adequate water supply is key to the current and continued support of urban and natural systems in Broward County; and

WHEREAS, consumptive use water demands county-wide are projected to increase significantly by 2025, resulting in a potential water deficit of over 100 million gallons per day based on current rates of consumption and permitted pumpage from the Biscayne Aquifer; and

WHEREAS, the County-wide Integrated Water Resource Plan seeks to optimize the beneficial uses of local water resources by creating more water and making our water resources go further; and

WHEREAS, the conservation of water quality and quantity is a principle objective of the Integrated Water Resource Plan and is demonstrated to be one of the most cost-effective and immediate means of producing water for meeting future water supply needs; and

WHEREAS, successful implementation of the Integrated Water Resource Plan as a strategy for protecting the quality and quantity of local water resources is dependent upon community-wide participation; and

WHEREAS, it is estimated that twenty-five to fifty percent of total water consumption in Broward County is due to outdoor irrigation, and landscape runoff associated with over-irrigation and poorly maintained irrigation systems have been identified as primary sources of surface water pollution; and

WHEREAS, as part of the Integrated Water Resource Plan, the NatureScape Broward initiative is designed to assist property managers and landscape professionals in the implementation of environmentally sound landscape practices that serve to reduce total irrigation demands, improve the efficiency of irrigation systems, provide education regarding proper fertilizer and pesticide application, and create native habitat; and

WHEREAS, the County and SBBC have previously committed to a partnership in support of water conservation, including the NatureScape Broward principles; and

WHEREAS, this Partnership Agreement provides a second five (5) year agreement period that focuses on creating sustainable schools in a holistic approach that brings the County's efforts, resources, and programs under an umbrella initiative, thereby maximizing access and the use of various tools; and

WHEREAS, this Partnership Agreement provides for the implementation of a Green Schools Recognition Program that acknowledges and rewards schools and teachers for participating/implementing environmentally sustainable measures and green initiatives within their schools; and

WHEREAS, this Partnership Agreement provides for coordinated access and delivery of environmental resources and programs to support the School District's educational and sustainability goals; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the COUNTY and the SBBC agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

1.1 **Agreement** - means this document, Articles 1 through 9, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference. This Agreement includes and incorporates the following Exhibits:

- Exhibit A – Statement of Work
- Exhibit B – Fees to be Paid COUNTY for Services
- Exhibit C – Right to Audit

1.2 **Board** - The Broward County Board of County Commissioners.

- 1.3 **Contract Administrator** - The Director of the COUNTY's Environmental Protection and Growth Management Department, Natural Resources Planning & Management Division, or the designee of such Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with SBBC and to manage and supervise execution and completion of the Statement of Work and the other terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Statement of Work.
- 1.4 **County Administrator** – The administrative head of COUNTY pursuant to Sections 3.02 and 3.03 of the Broward County Charter.
- 1.5 **County Attorney** - The chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.
- 1.6 **Project** - The Project consists of the services described in Exhibit A.
- 1.7 **Effective Date** – The date this Agreement is executed by COUNTY.

ARTICLE 2

STATEMENT OF WORK

COUNTY and SBBC shall perform all work identified in this Agreement and Exhibit "A" - Statement of Work. The parties agree that this Agreement and the Statement of Work are a description of the parties' obligations and are deemed to include preliminary consideration and prerequisites, labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by the parties impractical, illogical, or unconscionable, or would fail to provide SBBC with the services necessary to implement this Agreement.

ARTICLE 3

COMPENSATION OF AND METHOD OF PAYMENT TO COUNTY

3.1 SBBC agrees to pay COUNTY, in the manner specified in Exhibit B – Fees to be Paid COUNTY for Services, which amount shall be accepted by COUNTY as full compensation for all work under this Agreement. It is acknowledged and agreed by COUNTY that this amount is the maximum payable and constitutes a limitation upon SBBC's obligation to compensate COUNTY for the Deliverables and Services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon COUNTY's obligation to perform all items of work required by or which can be reasonably inferred from the Agreement.

3.2 METHOD OF BILLING AND PAYMENT

3.2.1 COUNTY may submit invoices for compensation on a quarterly basis, but only after the Services for which invoices are submitted have been completed, unless otherwise authorized in this Agreement. An original invoice is due within fifteen (15) days of the end of the quarter except the final invoice which must be received no later than sixty (60) days after this Agreement expires.

3.2.2 Payment shall be made to COUNTY at:

Board of Broward County Commissioners
Jim Steinmuller, Accountant IV
Governmental Center, Room 220
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

ARTICLE 4

TERMS OF AGREEMENT

4.1 Term of Agreement. The term of this Agreement shall begin on the Effective Date and shall end twelve (12) months after the Effective Date. SBBC may elect to renew this Agreement for up to four (4) additional one (1) year terms upon the conclusion of the initial twelve (12) months under the same terms and conditions as set forth in this Agreement. If SBBC elects to renew this Agreement as provided, SBBC shall provide written notice to COUNTY at least sixty (60) calendar days prior to the end of the term. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 5

INDEMNIFICATION

GOVERNMENTAL IMMUNITY - Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. Both the COUNTY and SBBC are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

ARTICLE 6

INSURANCE

COUNTY and SBBC are entities subject to Section 768.28, Florida Statutes, and COUNTY and SBBC shall furnish the Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of said Agreement.

ARTICLE 7

ACCESS TO RECORDS AND OWNERSHIP OF DOCUMENTS

This Agreement may be unilaterally canceled by the parties for refusal by a party to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the parties in conjunction with this Agreement.

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY; and, if a copyright is claimed, SBBC grants to COUNTY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by SBBC, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by SBBC to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to SBBC shall be withheld until all documents are received as provided herein.

Neither SBBC nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

ARTICLE 8

NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

COUNTY:

Environmental Protection and Growth Management Department
Director, Broward County Natural Resources Planning & Management Division
115 South Andrews Avenue, 329-H
Fort Lauderdale, Florida 33301

SBBC:

Robert Runcie, Superintendent
Broward County Public Schools
600 S. E. Third Ave.
Fort Lauderdale, Fl. 33301

Tom Lindner,
Chief Facilities and Construction Officer
Broward County Public Schools
1643 North Harrison Parkway
Sunrise, FL 33323

ARTICLE 9

MISCELLANEOUS

- 9.1 ASSIGNMENT: COUNTY shall perform the said services provided for in this Agreement exclusively and solely for the SBBC which are parties to this Agreement. SBBC shall not have the right to assign this Agreement.
- 9.2 MATERIALITY AND WAIVER OF BREACH: COUNTY and SBBC agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.
- COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 9.3 COMPLIANCE WITH LAWS: SBBC shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 9.4 SEVERANCE: In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or SBBC elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- 9.5 JOINT PREPARATION: Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.
- 9.6 PRIORITY OF PROVISIONS: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 8 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 9 shall prevail and be given effect.

- 9.7 JURISDICTION, VENUE, WAIVER OF JURY TRIAL: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, SBBC AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**
- 9.8 AMENDMENTS: No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and SBBC or others delegated authority to or otherwise authorized to execute same on their behalf. Further, SBBC acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement
- 9.9 PRIOR AGREEMENTS: This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.
- 9.10 INCORPORATION BY REFERENCE: The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits A and B are incorporated into and made a part of this Agreement.
- 9.11 REPRESENTATION OF AUTHORITY: Each individual executing this Agreement on behalf of a party hereto does hereby represent and warrant that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

- 9.12 MULTIPLE ORIGINALS: Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.
- 9.13 CONTRACT PERSONNEL SCREENING: County agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that County 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 SBBC in advance of County or its personnel providing any services under the conditions described in the previous sentence. County will 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 County and its personnel. The Parties agree that the failure of County to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__, and SBBC, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor

____ day of _____, 20__

Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Signature (Date)

By _____
Attorney's Name (Date)
Senior/Assistant County Attorney

Print Name and Title above

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

Attest:

By _____
ANN MURRAY, Chair

ROBERT W. RUNCIE,
Superintendent of Schools

_____ day of _____, 20____

APPROVED AS TO FORM AND LEGAL CONTENT:



Office of the General Counsel

Exhibit "A"
STATEMENT OF WORK

**Scope of Services for Broward County
in support of School Board of Broward County's
Sustainability Initiatives**

1.0 INTRODUCTION

During the past six years, the School Board of Broward County (SBBC), working in partnership with Broward County's NatureScape Broward program within its Natural Resources Planning and Management Division (NRPMD), has made substantial progress in implementing measures that promote greater environmental sustainability, including the protection and conservation of water resources, landscape and habitat improvements, and energy conservation. Concurrent with physical improvements to SBBC facilities, NatureScape Broward has actively engaged the student population, teachers, and staff by instilling the values associated with environmental stewardship and sustainability through classroom lessons and outdoor learning opportunities, and through trainings and the implementation of best management practices.

The County has also worked hand-in-hand with SBBC to foster a culture of environmental stewardship and sustainability through a number of other agreements with other Broward County agencies. In addition to NatureScape's educational offerings within and out of the classroom, advancement of sustainable practices, other efforts to promote sustainability include services and programs provided by the County's Pollution Prevention, Remediation and Air Quality Division and active recycling programs supported by Broward County's Solid Waste and Recycling Services. All of these efforts promote the reduction of greenhouse gas emissions, environmental protection, and resource conservation and directly support the School Board's District Strategic Plan- Goal #7 Environmental Stewardship, which guides the Board to "Ensure district's leadership as an environmental steward through innovative ecology and energy conservation programs" and through School Board Policy 7014, which recognizes environmental stewardship as "an economic, environmental, and social priority to be taught, practiced, and implemented throughout the District."

2.0 THE NATURESCAPE/SCHOOL BOARD ENVIRONMENTAL PARTNERSHIP

Since May of 2007, Broward County's NRPMD has partnered with the SBBC in an Environmental Partnership Agreement, with benefits being realized not only in "greener" school campuses, but in education, economics, and the strengthening of the environmental community. These activities have resulted in significant cost savings to

the SBCC, while educating approximately 30,000 students, and providing training for approximately 550 teachers and SBBC staff.

With a focus on 7th grade students, targeted programming was delivered in all middle schools in an annual cycle which focused on 7-8 schools per school year. At each of these schools, learning gardens were installed, professional development and training was provided to teachers and staff, and students received education promoting environmental stewardship and sustainability through lessons on water conservation, the Everglades, and native flora and fauna. As the students trained through the Partnership move through the system, the importance of returning to these schools and to new students, and often, new teachers and administrators, cannot be underestimated. Maintaining a strong environmental foundation with a focus on stewardship requires these types of continuous intervention efforts.

Furthermore, given the number of properties managed and acreage owned by the School Board, the District serves as a critical partner with the County in working to achieve sustainability and promote conservation through appropriate management of District properties and staff training.

Through June of 2012, the following is a highlight of the major accomplishments of the Environmental Partnership with NatureScape:

- Delivery of 865 educational programs and workshops and staff training directly benefitting over 30,000 students and 28 trainings for 576 teachers and school district staff at a cost of \$0.20 per program attendee. These include classroom and outdoor programs, teacher in-service training, facility maintenance training, and Habitat Steward training.
- Creation of 35 learning gardens, with a total of 103 schoolyard habitats certified by the National Wildlife Federation.
- Certification of the Broward School District as the largest certified school District in the nation by the National Wildlife Federation based on the education and trainings provided through the Agreement, the percentage of students receiving instruction using the schoolyard habitats, and commitments by SBBC to environmental education.
- Collaboration in the joint delivery of the County's premier annual environmental showcase event, Broward Water Matters Day, which has evolved to include prominent recognition of teachers and students in the Water Matters Day literary contest, participation by numerous schools as exhibitors, and volunteer opportunities for dozens of students. In addition,

hundreds of students attend the event annually, all of which enhances the environmental education of students while also providing a unique exposure to the diversity of environmental careers locally and regionally.

- A total of \$117,400 in grant awards secured by Broward County on behalf of the Broward School District, including:

\$97,400 in Energy Efficiency Conservation Block Grant (EECBG) funding to support the installation of a 10 KW photovoltaic array at New Renaissance Middle School, in support of the District's energy conservation goals and Strategic Objective 7.2. This funding was secured by Broward County through the State's competitive process and was only available to local cities and counties.

\$10,000 in Broward County Tree Trust Grant Funding to provide plant material for the installation of learning gardens at four Broward middle schools in support of Strategic Objective 7.3.

\$4,000 in NFL grant funding associated with Super Bowl XLIV for the installation of learning gardens at two Broward middle schools in support of Strategic Objective 7.3.

\$6,000 in South Florida Water Management District grant funding for native plant installations and giveaways at Broward middle schools as part of the NatureScape Partnership Agreement and in support of Strategic Objective 7.3.

Evaluation of 237 existing landscapes at 112 school facilities were performed to evaluate system efficiencies and provide recommended improvements to support water conservation, as well as overall consistency with NatureScape principles. Staff provided recommendations and reports to schools and administration. The total water savings was 166 million gallons of water annually. Cost savings in annual water utility fees are estimated between \$183,400 to \$285,200 and \$14,700 in energy savings.

3.0 SCOPE OF WORK – PHASE II IMPLEMENTATION

The proposed scope of work for a second 5-year agreement period builds upon these joint efforts and achievements to date. The new agreement focuses on creating sustainable schools in a holistic approach that brings all of the County's efforts,

resources, and programs under an umbrella initiative, thereby maximizing access and the use of various tools. This will be accomplished through the implementation of a Green Schools Recognition Program that acknowledges and rewards schools and teachers for participating/implementing environmentally sustainable measures and green initiatives within their schools. This focus notes that educational enhancement and fostering of sustainability as a core value provides students with critical life skills that jointly support economic, environmental, and social priorities – the foundation for success and measured performance in the public and private sectors – and is fundamental to future planning, business practices, and personal behaviors in support of long-term economic competitiveness, preservation of vital resources, and our quality of life. In addition, this new scope of work proposes the development and delivery of a STEM-based study approach which focuses on two occupational clusters – the natural, physical and life sciences cluster and the mathematical sciences cluster. STEM-based curriculum offerings will be developed that focus on problem-solving, discovery and exploratory learning, and require that students actively engage in a situation in order to find solutions.

The new proposed agreement provides coordinated access and delivery of environmental resources and programs to support the School District's educational and sustainability goals inclusive of services offered by Solid Waste and Recycling, Air Quality, and Natural Resources/NatureScape programs. These services support numerous goals, objectives, and action steps found within SBBC's Environmental Strategic Plan of June 2008.

For its part, NRPMD proposes to continue to provide education and outreach through its Water Matters, NatureScape Broward, and NatureScape Irrigation Services initiatives to achieve greater awareness of the connections between students and their environment, to achieve significant cost savings, and to support an overall greater environmental stewardship within the facilities owned and operated by SBBC. This effort will be guided by a collaboration of both School Board and Broward County staff.

For the natural, physical, and life sciences STEM cluster, the development and delivery of educational programs will be aimed at supporting science instruction through increasing students' knowledge about ecosystem sustainability, water conservation, the Everglades, water quality protection, and the importance of environmental stewardship. South Florida's fragile ecology is an especially relevant topic for middle school teachers to discuss with their classes. Ecological studies are naturally interdisciplinary. Biology, chemistry, physics, geology, and mathematics combine to provide an understanding of the relationships among a sweep of organisms, communities, populations, ecosystems, and the biosphere. These provide a wealth of possible topics for classroom discussion

about such matters as the balance between environmental and economic concerns, as well as global issues and local initiatives. Middle school students confronting these issues will develop a capacity for critical thinking. All curriculum will be developed and delivered to meet state and SBBC educational standards. The lessons shared in the classroom will be reinforced on school properties throughout the County as native tree canopy and Florida-friendly landscaping is installed and NatureScape learning gardens are utilized to provide hands-on-educational opportunities on resource sustainability through landscaping best management practices. Students will also be exposed to career development opportunities in the environmental field through this effort.

Additionally, continued facility improvements through sustainable landscaping practices, such as those promoted by NatureScape Broward, will remain an important component of the new agreement. Along with these efforts, continued training of SBBC staff will ensure that sustainable practices are the norm and not the exception. All of these efforts are designed to improve water and energy conservation and reduce resource demands throughout school facilities, thereby resulting in documented operational cost savings. These programs will continue to work together to support sustainable campus landscapes for the SBBC.

The overall effort will be guided by the SBBC's Environmental Resource Manager and the NRPMD's program team of 2.5 FTEs, supported by additional County technical resources.

4.0 WORK BREAKDOWN SCHEDULE:

The Scope of Work in support of this new Partnership Agreement between the School Board of Broward County and the Natural Resources Planning and Management Division will be undertaken through the following series of tasks.

Task 1 **Broward County Green Schools Recognition Program.** This task is intended to support SBBC's Environmental Strategic Plan's Curriculum and Instruction/Student Support's (CISS) goals, objectives, and action steps through the implementation of a Green Schools Sustainability/Recognition Program that acknowledges and rewards schools and teachers for participating/implementing environmental measures and green initiatives within their schools. Objective CISS 1.4 is "to promote/provide incentives to teacher, students, and schools that entice participation in environmental efforts...".

In 2011, the U.S. Department of Education launched its Green Ribbon Schools, the first comprehensive federal policy for schools related to environment, health, and education. The award acknowledges the work of schools in reaching high levels of achievement in environmental impact and energy efficiency; healthy school environment; and environmental literacy. The three pillars of the program are: net zero environmental impact; the school improves the health and performance of students and staff; and 100% of the school's graduates are environmentally and sustainability literate.

The proposed Broward County Green Schools Recognition Program will utilize a host of sustainability metrics based on a rubric (attached) under six broad categories – schools ground enhancement, school sustainability, curriculum integration, community involvement, administrative support, and innovation. The rubric supports the Green Schools National Network's GreenPrint Core Practices of:

- Curriculum that Advances Environmental Literacy and Sustainability
- Stewardship and Service Learning
- Sustainable Facilities Design and Management
- Strong Partnerships and Networks

Schools will be eligible for points based on certain indicators which fall under each of these broad rubric categories, depending on their level of implementation. The indicators include:

- Outdoor learning labs/structures
- Habitat improvement/restoration
- Energy
- Water
- Solid Waste
- Transportation
- Interdisciplinary Approach
- Environmental Topics Issues
- Field Studies
- Partnerships within the School Building
- Service Learning Projects
- Community Partnerships in School Activities
- School Philosophy and Culture
- Professional Development
- Planning

- Sharing Success and Lessons Learned

Teachers will be able to demonstrate how their school and students meet the rubric criteria by entering their information on the SBBC Go Green website.

In March of each school year, schools and teachers will be solicited to submit applications for Green School recognition based on their involvement/implementation of sustainability initiatives during the school year. Applications will be reviewed by a panel of environmental professionals and schools will be recognized at a special awards ceremony to be held in April, prior to the end of the school year. Awards may include a stipend to be used to implement additional sustainable measures at a school or to procure teacher resources to promote sustainability.

Subtasks under this Task include the following:

Task 1a. Coordinate with SBBC on fundraising efforts for the Awards program

Task 1b. Maintain and enhance the rubric

Task 1c. Coordinate solicitation and review of submissions for Green School recognition program

Task 1d. Develop the Awards package, secure venue, and host ceremony

Task 2

Development of new curriculum, programs, and tools and Teacher Trainings. Under this task, the COUNTY will work with SBBC to address the Environmental Strategic Plan's CISS goals, objectives, and action steps related to curriculum and environmental education. To implement these initiatives, NRPMD and SBBC will jointly work together annually to develop criteria and timetables for the development and delivery of lesson plans based on the interactions of living things, cycles in nature, water resources, Florida's Everglades, and caring for Florida's environment, as well as the installation/maintenance of learning gardens to serve as an on-site, "hands-on" tool at each selected school facility. Curriculum offerings will be developed in such a manner that they meet Sunshine State, FCAT,

and other academic standards with a focus on a STEM-based program of study. Efforts will continue to focus on middle school students.

The number of middle schools to be targeted each year is projected not-to-exceed nine per school year, but will achieve program delivery across all middle schools within the 5-year timeframe. Educational program offerings will also be offered to other grade levels on an as-requested and as-available basis.

Additional technical resources (e.g., local governments, Parent Teachers Organizations, businesses, non-profit groups, etc.) will be identified to support the overall program. In support of CISS Objective 1.1, the COUNTY will maintain a list of environmental professionals that can be made available to promote student engagement in environmental issues across Broward County. Opportunities will be made available for mentoring by business, industry, and research organization leaders.

In support of Objective CISS 1.3, teacher trainings will be offered during the school year to teachers from the selected "intervention" schools as well as other schools as space allows. An intensive one week Summer Teacher Habitat Steward Workshop will provide training on lessons to be brought into the classroom and to introduce and refine curriculum. Fundamental to the teachers' education will be incorporating lessons and activities from established resources, as well as others identified by the NatureScape Education Specialist.

Prior to the start of the school year, the NatureScape Education Specialist will coordinate with the SBBC Environmental Manager to identify schools for the year and seek contact with representative(s) from each school, to discuss expectations and to describe the process. Following this, it is proposed that the Specialist speak to students early in the school year to explain the project and process.

This curriculum will involve having the NatureScape Education Specialist provide teachers with assignments and/or programs that can be implemented over the course of the school year. Educational programs that support NatureScape and environmental stewardship will be incorporated in the program and will include a number of "hands-on" activities, including the planting of a "NatureScape" garden at the school.

Pre-and post-evaluations will be developed and administered to gauge success of all training programs. Following the school year, COUNTY and

SBBC representatives will review the year's progress and discuss opportunities for refinements and program improvement.

Additional supporting services and tools will be made available to effectively deliver and implement these programs, as needed. These might include Powerpoint presentations, instructional videos, software, and Smartphone applications. The utilization of the Broward Education Communications Network (BECON) as a medium to broadcast lessons will also be explored.

The COUNTY will also work closely with SBBC in identifying grant opportunities that further support these programs.

Task 3 NatureScape presentations in the schools. This task is intended to implement and provide for NatureScape-based presentations in the classroom. Under this task, COUNTY will work with the SBBC, school administration, teachers, and other environmental professionals to develop a schedule and approach for delivery of environmental program offerings to various grade levels within the schools on an as-requested basis. These presentations would be in addition to any programs offered in the Middle Schools selected for intervention during the school year. As part of this task, COUNTY will provide educators with access to diverse resources, exercises, materials, etc. to help with in-class delivery of the lessons.

Programs prepared under this task include a series of approximately one hour/period programs that will focus on different Water Matters and NatureScape aspects and themes (e.g., invasive plants, native landscaping, ecology, nonpoint source pollution, water resource management in South Florida). All presentations will be developed to promote the connections between individuals and their environment and to promote environmental stewardship.

Task 4 Know the Flow Training for facilities managers and landscape personnel. This task is intended to implement and provide for the Know the Flow Training program and supports Operations Goal OP-2.1 of SBBC's Environmental Strategic Plan. The Know the Flow workshop is a

comprehensive Broward County course in water management that is presented in four parts and includes:

- Information on: South Florida's natural history - the historic Everglades, climate, geology, and drainage projects;
- Managing South Florida's water- Florida water law, roles and responsibilities of water management districts, and property owner responsibilities;
- Managing the neighborhood water management system – how the system operates and how various features relate to flood protection, water supply, water quality, and environmental enhancement; and
- NatureScape landscape best management practices.

Courses are available as both a four-hour workshop, as an abbreviated one hour workshop, or as requested. Under this task, COUNTY will provide the County's Know the Flow workshops to school personnel, including landscape and maintenance personnel and promote the training as appropriate. This program will also be included in the appropriate format as part of all Teacher trainings. The program will also be offered to maintenance/custodial staff and other staff, as appropriate and will include a section on irrigation system maintenance.

The abbreviated version of the course will also be available on request by teachers for classroom presentations as well as being offered in teacher education trainings for National Wildlife Habitat Steward certification and in-service trainings.

Task 5 NatureScape Learning Gardens/School Certifications. The primary goal of this task is to create NatureScape learning gardens that can be used as part of class instruction and to encourage student participation in healthy, outdoor activities. Through the implementation of NatureScape principles, facilities will be eligible for recognition by the County through the NatureScape Broward program and through the National Wildlife Federation, a well-respected national conservation organization, through its Schoolyard Wildlife Habitat certification program. As the school facility implements additional best management practices, it may also be eligible

for additional recognition through Florida's Florida Yards & Neighborhoods program.

Staff will coordinate with facilities managers and SBBC staff to ensure the proper care and maintenance of the newly established NatureScape garden.

The ultimate goal is to create a culture that recognizes the value of incorporating sustainable landscaping practices and serves as a model for adjacent communities and neighboring school districts.

COUNTY shall work with SBBC staff to evaluate each selected school facility, generate a database of existing conditions and needs, and provide recommendations for achieving certification/recognition as appropriate. These recommendations will be reviewed and discussed with school staff and SBBC and plans and schedules will be developed to achieve these certifications, along with necessary follow-ups and re-assessments.

As each facility moves through the certification/recognition processes, and as is appropriate, students will be engaged in the process by applying lessons learned in the classroom to their own schoolyards through the creation of NatureScape learning gardens. Plant materials for these gardens will be provided by SBBC and COUNTY and planted and maintained in accordance with sound NatureScape landscaping principles.

Task 6 **Water Matters Day partnerships.** Broward Water Matters Day, the COUNTY's premier environmental event, is a unique opportunity for students to interact with a full range of environmental professionals representing Federal, state, and local agencies and to explore career options in the environmental field. This task is intended to provide opportunities for students to participate in several aspects of Water Matters Day. Under this task, the COUNTY will solicit interested students and those seeking to earn Community Service Hours to participate in and/or volunteer at the County's annual Water Matters Day event. The COUNTY reserves the right to limit the number of volunteer students to those that are necessary for successful management of the event.

In addition to working with the Science teachers at middle schools where learning gardens are installed and with those at high schools, the COUNTY will solicit entries from students for essays, poems, and written

works as part of the Water Matters Day Literary Contest and that relate to an environmental theme selected for the annual event. Students that submit winning entries will at minimum receive recognition by the COUNTY and be eligible for prizes donated by one or more Water Matters Day co-sponsors.

The COUNTY shall provide all support services related to Water Matters Day, including fundraising, planning, administration and coordination of activities and participants in advance of and during the event. The COUNTY shall develop promotional materials for the annual Water Matters Day, including such items as posters, programs, multi-media advertisements, and t-shirts, as well as appropriate promotional spots for Water Matters Day for radio and/or television. The COUNTY shall provide a summary of the annual Water Matters Day event including information on attendance, survey results, fundraising efforts, and overall success in providing outreach to the community in the Annual Report prepared under Task 9. The COUNTY will provide SBBC with a summary of Water Matters Day school-related activities, including number of volunteers, essays, and student participation.

The COUNTY shall, on an annual basis, seek opportunities for funding to support School AgriScience programs for the purpose of growing landscape materials to be distributed at Water Matters Day as part of the annual tree and plant giveaway.

Task 7 Irrigation System Design & Operational Evaluations. This task is intended to implement and provide for irrigation system design and operations and supports Goal OP-2 of the Environmental Strategic Plan. Landscape irrigation accounts for up to 50% of the water usage in Broward County. As an entity that manages significant acreage within Broward County, the SBBC is a major water user. Reducing irrigation demands by adjusting irrigation systems to operate more efficiently has proven to effectuate water savings (and consequently energy costs), and reduce runoff and its adverse effects, while still meeting plant needs. In this task, COUNTY, through its NatureScape Irrigation Service (NIS), will thoroughly evaluate the efficiency of the irrigation systems at each school facility.

COUNTY's NIS will work with SBBC staff to develop a schedule for review of the irrigation systems and develop guidelines for all new installations. Recommendations will be provided to SBBC, and improvements will be scheduled as manpower and budgets allow (as determined by SBBC facilities staff). In addition, COUNTY NIS staff will be available to train new and existing SBBC staff in proper irrigation system maintenance. This task will be undertaken on a continuous basis throughout the term of the agreement.

Task 8 Water Audits within Schools. Under this task, the COUNTY's Water Conservation Specialist will work with SBBC staff to conduct a minimum of two water audits within the schools using the South Florida Water Management District's audit guidelines as found in "A Water Efficiency Improvement Self-Assessment Guide for Commercial and Institutional Building Facility Managers".

COUNTY will work with SBBC staff to develop a schedule for audits. Recommendations will be provided to SBBC, and improvements will be scheduled as manpower and budgets allow (as determined by SBBC facilities staff).

Task 9 Coordination/Administration. Under this task, the COUNTY will meet with appropriate SBCC personnel on an as-needed basis to establish joint protocols, contacts, curriculum, and educational programs that best integrate environmental stewardship and sustainability principles within the District. This effort will include a commitment of COUNTY's Natural Resources Planning and Management Division, and appropriate SBBC Divisions, as well as other identified individuals to convene on an as-needed basis.

This task also includes overall administration of the agreement, including financial and annual reporting. An "Annual Report" will be provided to SBBC that will include an estimate of annual savings in water and energy costs based on the documented water savings achieved at each facility, number of students taught, and number of staff trained through the program.

Exhibit "B"

Fees to be Paid to COUNTY for Services

COUNTY shall be paid according to the Rates and Fees listed below:

Total Cost of Services

For the initial twelve (12) month term of this Agreement, COUNTY shall provide services described in the Statement of Work at a flat fee of Forty Eight Thousand Three Hundred Forty Dollars (\$48,340.00) per quarter year, paid in arrears.

Following the initial twelve (12) month term, SBBC shall have the option of extending this Agreement for four (4) additional years. Rates established for each additional year of implementation are as follows which includes a three percent (3%) increase per annum for personnel.

Year 1 renewal: A flat fee of Forty Nine Thousand Six Hundred and Seventy Eight Dollars (\$49,678.00) per quarter, paid in arrears.

Year 2 renewal: A flat fee of Fifty One Thousand and Fifty Six Dollars (\$51,056.00) per quarter, paid in arrears.

Year 3 renewal: A flat fee of Fifty Two Thousand Four Hundred and Seventy Five Dollars (\$52,475.00) per quarter, paid in arrears.

Year 4 renewal: A flat fee of Fifty Three Thousand Nine Hundred and Thirty Six Dollars (\$53,936.00) per quarter, paid in arrears.

Exhibit "C"

Right to Audit

1. **Inspection of COUNTY's Records by SBBC.** COUNTY shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All COUNTY's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by COUNTY or any of COUNTY's payees pursuant to this Agreement. COUNTY's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. COUNTY's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.
 - (a) **COUNTY's Records Defined.** For the purposes of this Agreement, the term "COUNTY's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.
 - (b) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to COUNTY's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five

- (5) years after the date of final payment by SBBC to COUNTY pursuant to this Agreement.
- (c) Notice of Inspection. SBBC's agent or its authorized representative shall provide COUNTY reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.
 - (d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to COUNTY's facilities and to any and all records related to this Agreement.
 - (e) Failure to Permit Inspection. Failure by COUNTY to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any COUNTY's claims for payment by SBBC.
 - (f) Overcharges and Unauthorized Charges. If the audit discloses billings or charges to which COUNTY is not contractually entitled, COUNTY shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.
 - (g) Inspection of Subcontractor's Records. COUNTY shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by COUNTY to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to COUNTY pursuant to this Agreement and such excluded costs shall become the liability of COUNTY.
 - (h) Inspector General Audits. COUNTY shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.