

**AGREEMENT BETWEEN BROWARD COUNTY AND SCHOOL BOARD OF BROWARD COUNTY FOR
A NATURESCAPE PROGRAM IN SUPPORT OF ENVIRONMENTAL STEWARDSHIP WITHIN THE
SCHOOL BOARD OF BROWARD COUNTY**

This is an Agreement ("Agreement"), made and entered into by and between Broward County, a political subdivision of the State of Florida ("County") the School Board of Broward County, a political subdivision of the State of Florida ("SBBC") (collectively referred to as the "Parties").

WHEREAS, the purpose of this Agreement is to implement certain terms of this partnership 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 pumping from the Biscayne Aquifer; and

WHEREAS, the County-wide Integrated Water Resource Plan seeks to optimize the beneficial uses of local water resources by effectively and efficiently managing water to make 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 (25-50%) 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 Agreement provides a third 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 SBBC's educational and sustainability goals; NOW, THEREFORE,

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

ARTICLE 1. DEFINITIONS

- 1.1 **Board**. The Board of County Commissioners of Broward County, Florida.
- 1.2 **Contract Administrator**. The Director of the Environmental Planning and Community Resilience Division.
- 1.3 **County Administrator**. The administrative head of County appointed by the Board.
- 1.4 **County Attorney**. The chief legal counsel for County appointed by the Board.
- 1.5 **Services**. All work required by Parties under this Agreement, including without limitation all payments, deliverables, consulting, training, project management, or other services specified in Article 2 and Exhibit A.

ARTICLE 2. SCOPE OF SERVICES

2.1 The Parties shall perform all work identified in this Agreement including without limitation the Scope of Services described in Exhibit A. The Scope of Services stated in this Agreement is a description of the Parties' obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all 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. The Parties shall meet or

exceed all applicable federal, state, and local laws, ordinances, codes, rules, and regulations in performing the Services.

2.2 The Parties acknowledge 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 except as expressly set forth in this Agreement.

ARTICLE 3. TERM AND TIME OF PERFORMANCE

3.1 The term of this Agreement shall begin on December 12, 2017, ("effective date") and shall end on December 11, 2018, ("Initial Term"). SBBC may elect to renew this Agreement for four (4) additional one (1) year terms under the terms and conditions set forth herein by providing written notice to County at least sixty (60) days prior to the end of the current term. The continuation of this Agreement beyond the end of any fiscal year of the Parties is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

3.2 Unless otherwise agreed by the Parties in writing, all duties, obligations, and responsibilities of the Parties required by this Agreement shall be completed no later than December 11, 2018, extendable for four (4) additional one (1) year terms as provided for in Section 3.1, above. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 4. COMPENSATION

4.1 SBBC will pay County up to a maximum amount as follows:

Services/Goods	Not-To-Exceed Amount
Initial Term	\$55,554 quarterly (\$222,216 term total)
1 st Renewal Term	\$57,221 quarterly (\$228,884 term total)
2 nd Renewal Term	\$58,937 quarterly (\$235,748 term total)
3 rd Renewal Term	\$60,705 quarterly (\$242,820 term total)
4 th Renewal Term	\$62,527 quarterly (\$250,108 term total)
Total Services	\$1,179,776

Payment shall be made only for work actually performed, completed, and invoiced pursuant to this Agreement, as set forth in Exhibit B (Payment Schedule), which amount shall be accepted by County as full compensation for all such work. County acknowledges that the amounts set forth herein are the maximum amounts payable and constitute a limitation upon SBBC's obligation to

compensate County for its work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon County's obligation to perform all items of work required under this Agreement.

ARTICLE 5. 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. Parties are state agencies or subdivisions as defined in Section 768.28, Florida Statutes, and shall 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 shall furnish each other with written verification of liability protection in accordance with state law prior to final execution of said Agreement.

ARTICLE 7. TERMINATION

7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by either of the Parties. Termination for convenience by the Board on behalf of County or by SBBC shall be effective on the termination date stated in written notice provided to the other Party, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, at County's sole election, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

7.2 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

7.3 In the event this Agreement is terminated for convenience by any Party, County shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. The Parties acknowledge that each have received good, valuable, and sufficient consideration, the receipt and adequacy of which are hereby acknowledged, for the right to terminate this Agreement for convenience.

ARTICLE 8. EEO COMPLIANCE

8.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

8.2 By execution of this Agreement, County represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. The Parties hereby materially rely on such representation in entering into this Agreement.

ARTICLE 9. MISCELLANEOUS

9.1 Rights in Documents and Work. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the joint property of County and SBBC, and, if a copyright is claimed, County grants to SBBC 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 County, whether finished or unfinished, shall be the joint property of County and SBBC.

9.2 Public Records. To the extent County is acting on behalf of the Parties as stated in Section 119.0701, Florida Statutes, County shall:

- a. Keep and maintain public records required were SBBC performing the services under this Agreement;
- b. Upon request from SBBC, provide SBBC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion of the Agreement if the records are not transferred to SBBC; and
- d. Upon completion of the Agreement, maintain at County, at no cost to SBBC, all public records in possession of County upon termination of this Agreement or keep and maintain public records required were SBBC performing the service. If County transfers the records to SBBC, County shall destroy any duplicate public records that are exempt or confidential and exempt. If the County keeps and maintains public records upon completion of the Agreement, County shall meet all applicable requirements for retaining public records.

All records stored electronically must be provided to SBBC upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement may be made directly to any Party, who will be responsible for responding to any such public records requests.

IF SBBC HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, NORMA ELLISON AT (954) 519-1466, nellison@broward.org, 115 S. ANDREWS AVE., SUITE 329H, FORT LAUDERDALE, FLORIDA 33301.

9.3 Truth-In-Negotiation Representation. County's compensation under this Agreement is based upon representations supplied to SBBC by County, and County certifies that the information supplied, including without limitation in the negotiation of this Agreement, is accurate, complete, and current at the time of contracting.

9.4 Public Entity Crime Act. The Parties represent that each is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, each Party further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether it has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this paragraph is false, each Party shall have the right to immediately terminate this Agreement and be paid for all services delivered through the date of termination.

9.5 Independent Contractor. County is an independent contractor under this Agreement. In providing Services under this Agreement, neither County nor its agents shall act as officers, employees, or agents of Municipalities. County shall not have the right to bind SBBC to any obligation not expressly undertaken by County under this Agreement.

9.6 Third Party Beneficiaries. The Parties do not intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge 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 any Party based upon this Agreement.

9.7 Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth

herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

FOR COUNTY:

Broward County Environmental Planning and Community Resilience Division
Attn: Dr. Jennifer Jurado, Director and Chief Resilience Officer
Governmental Center, Room 329H
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email address: jjurado@broward.org

SBBC:

Robert Runcie, Superintendent
Broward County Public Schools
600 S. E. Third Ave.
Fort Lauderdale, FL 33301
Email address: r.r@browardschools.com

Leo Bobadilla,
Chief Facilities Officer
Broward County Public Schools
600 SE 3rd Avenue
Fort Lauderdale, FL 33301
Email address: leo.bobadilla@browardschools.com

9.8 Assignment and Performance. Neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by any Party without the prior written consent of the other Party. If any Party violates this provision, the other Party shall have the right to immediately terminate this Agreement. County represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. County agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

9.9 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. Any Party'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.

9.10 Compliance with Laws. The Parties shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing the duties, responsibilities, and obligations pursuant to this Agreement.

9.11 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

9.12 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

9.13 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

9.14 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 9 of this Agreement, the provisions contained in Articles 1 through 9 shall prevail and be given effect.

9.15 Law, 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. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EACH PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY ANY OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTIES IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

9.16 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 Parties or others delegated authority or otherwise authorized to execute same on their behalf.

9.17 Prior Agreements. This Agreement represents the final and complete understanding of the parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

9.18 Payable Interest

9.22.1 Payment of Interest. The Parties waive, reject, disclaim and surrender any and all entitlement each has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This paragraph shall not apply to any claim for interest if such application would be contrary to applicable law.

9.22.2 Rate of Interest. If, for whatever reason, the preceding subsection is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by any Party under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

9.19 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

9.20 Representation of Authority. Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants 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.

9.21 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

9.22 Use of County Logo. SBBC shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

9.23 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 conducted by SBBC must be completed 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 blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: 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 12 day of December, 2017, and SBBC, signing by and through its chair, duly authorized to execute same.

COUNTY

ATTEST

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

BROWARD COUNTY, by and through
its Board of County Commissioners

By: [Signature]
12 day of December, 2017

Insurance requirements approved by
Broward County
Risk Management Division:

By: [Signature]
Name: Tim Crawley
Title: Property Specialist

Approved as to form by
Andrew J. Meyers
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] 11/14/17
Michael C. Owens (Date)
Senior Assistant County Attorney

By: [Signature] 11/14/17
Maite Azcoitia (Date)
Deputy County Attorney



AGREEMENT BETWEEN BROWARD COUNTY AND SCHOOL BOARD OF BROWARD COUNTY FOR A
NATURESCAPE PROGRAM IN SUPPORT OF ENVIRONMENTAL STEWARDSHIP WITHIN THE SCHOOL
BOARD OF BROWARD COUNTY

SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Attest:



Robert W. Runcie
Superintendent of Schools

By Abby M. Freedman
Abby M. Freedman, Chair

9th day of November, 2017

Approved as to form and legal content:

By M. C. Gray
Office of the General Counsel

24th day of October, 2017

Exhibit "A"
STATEMENT OF WORK

**Scope of Services for Broward County's NatureScape Broward Program
in support of
Environmental Stewardship within the School Board of Broward County**

1.0 INTRODUCTION

During the past ten years, The School Board of Broward County, Florida (SBBC), working in partnership (the Partnership) with Broward County's (County) NatureScape Broward program, a program of the County's Environmental Planning and Community Resilience Division (EPCRD), has made substantial progress in implementing measures that promote greater environmental sustainability throughout SBBC, 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.

NatureScape Broward has also worked hand-in-hand with SBBC to further foster a culture of environmental stewardship and sustainability through coordination with a number of other Broward County agency initiatives. In addition to NatureScape's educational offerings, both inside and outside of the classroom and advancement of sustainable practices at SBBC facilities, other support includes services and programs provided by EPCRD's Beach and Marine Resources and Climate and Energy Programs, as well as the County's Environmental Engineering and Permitting Division's Air Monitoring and Outreach and Water and Solid Waste and Recycling Services. All of these efforts promote the reduction of greenhouse gas emissions, environmental protection, and resource conservation and directly support Curriculum and Instruction's Character Education embedded in the District's Student Progression Plan (District Policy 6000.1) which states that:

The concepts and practices of environmental stewardship are embedded into the current character traits and should be reinforced throughout the Character Education curriculum (SBBC Policy 7014).

School Board Policy 7014 recognizes environmental stewardship as "an economic, environmental, and social priority to be taught, practiced, and implemented throughout the District."

Further support for many of the Partnership activities is found in Title XLVIII of the Florida Statutes which provides that State-required instruction be taught within prescribed courses of study through mandated standards and benchmarks including "Conservation of natural resources" (F.S. 1003.42(2)(m))

Currently, the District's operations are driven by the 2016-2019 Strategic Plan, which builds upon the earlier 2012-2015 Strategic Plan. SBBC's Strategic Plan for 2016-2017 includes three goals – High Quality Instruction, Continuous Improvement, and Effective Communication. The Partnership efforts support these goals through numerous tasks embodied in the current and proposed Agreement.

High Quality Instruction: Per the SBBC Strategic Plan, High-Quality Instruction requires:

- standards-driven content;
- a commitment to teacher development;
- effective teaching practices;
- appropriate learning environments and experiences;
- appropriate monitoring of performance; and
- ongoing professional learning at all levels.

While providing education to students at all grade-levels, the NatureScape partnership has historically focused on middle school students, which best aligns with many of the curriculum standards found in the Next Generation Sunshine State Standards for Science that address natural resources, the environment, and the impact that humans have had on Earth. Initially, in order to provide greater exposure to South Florida's natural environment, learning gardens were installed in conjunction with SBBC horticulture programs at all but one middle school. Since that time, and in the absence of dedicated funding or support for students and landscape materials, NatureScape Broward has been instrumental in identifying additional funding as opportunities become available to improve landscaping on campus environments (see summary below). Along with these physical improvements, NatureScape staff have worked closely to provide outdoor classroom experiences for students as well as training to teachers and other school personnel to enhance their level of understanding of our environment and how best to care for it. It has been observed by NatureScape staff that both teachers and students greatly appreciate the outdoor classroom experience as it helps address, at least in part, the growing problem of "nature deficit disorder" as first described by Richard Louv in his 2005 book "Last Child in the Woods".

With a focus on the application of learning and skills with projects and problems that integrate prior knowledge and extend understanding through new experiences, the Partnership has evolved to be organized around project- and problem-based interdisciplinary learning.

Additionally, the Partnership promotes careers in the environmental fields and exposes students to opportunities in environmental fields by regularly participating in school career days and helping to organize attendees for these events, as well as the annual Water Matters Day, in which students are exposed to a wide variety of professionals in environmental careers.

Continuous Improvement: The Partnership between the District and the County helps better leverage scarce public resources. In particular, the NatureScape staff provides the SBBC with access to numerous experts who participate in training opportunities for teachers and staff, as well as securing venues at Broward County Parks and Recreation facilities for school meetings and events. Additionally, the Partnership has been able to identify and successfully secure grants to enhance the sustainability of school facilities (see summary below).

NatureScape staff, working with SBBC staff at Environmental Conservation/Utility Management Department, have realized efficiencies to improve the work order and maintenance costs associated with irrigation systems and indoor water fixtures. Ultimately, these efforts will result in both water and energy savings, with associated cost avoidance. Additionally, the Partnership, through development and implementation of the P3 Eco-Challenge, has provided resources to further engage all facets of the school community.

Effective Communication: Through the Partnership, NatureScape has always sought to enhance communication and engagement with students, teachers, schools, and the communities in which they work and live. NatureScape has brought numerous outside resources to help forge partnerships that support SBBC students, schools, and programs. For example, the NatureScape partnership has been able to coordinate the delivery of environmental programming from various agency and non-profit groups, as well as bringing in municipal utility personnel to share their jobs and work experiences with teachers and students. As another example, through NatureScape's close association with the National Wildlife Federation, the Partnership was able to capitalize on an opportunity for teachers and students to work with counterparts in Taiwan on shared projects via the Internet. Several SBBC teachers were able to travel, at no cost to themselves or SBBC, to Taiwan to learn firsthand about sustainability education in that country and in turn, teachers from Taiwan were able to visit Broward schools and see what we are doing. Moving forward, NatureScape intends to work closely with SBBC staff on improving website communications, including revising the P3 Eco-Challenge application process to make it more user-friendly.

2.0 THE NATURESCAPE/SCHOOL BOARD ENVIRONMENTAL PARTNERSHIP

Since May of 2007, Broward County's EPCRD 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 avoidance to the SBCC, while educating more than 50,000 students, and providing training for more than 1,000 teachers and SBBC staff.

Originally, 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 grades, 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 conservation of natural resources and environmental stewardship requires these types of continuous intervention efforts.

Additionally, 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 March of 2017, the following are highlights of the major accomplishments of the Environmental Partnership with NatureScape:

- Delivery of 1,779 educational programs and workshops and staff training directly benefitting over 53,000 students and 57 trainings for 1,061 teachers and SBBC staff. These include classroom and outdoor programs, teacher in-service training, custodial and facility maintenance training, and Habitat Steward training.
- Creation of 35 learning gardens, with a total of 164 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. In 2017, a record 4,320 residents, including students, teachers, and their families attended Water Matters Day. School Board Member Nora Rupert presented the Literary Contest winners and their teachers with prizes solicited by NatureScape staff.
- In the past five years, over \$100,000 in cash and in-kind prizes awarded to schools, teachers, students, and school staff through the annual P3 Eco-Challenge awards ceremony.
- A total of \$324,687 in grant awards and sponsorships secured by Broward County on behalf of the Broward School District, including:
 - \$160,262 in sponsorship fees and in-kind prizes to support the P₃ Eco-Challenge Awards program.
 - \$55,500 in Broward County Tree Trust Grant Funding to provide trees to increase tree canopy and habitat connectivity at Broward schools.
 - \$40,157 in Community Foundation of Broward grant funding (\$11,520) along with matching funds (\$28,637) to create butterfly gardens at 48 schools as part of Broward County's Centennial Anniversary activities.
 - \$47,768 in Community Foundation of Broward grant funding (\$28,759) along with matching funds (\$19,009) to create tree canopy and wildlife habitat at 7 Broward schools.
 - \$11,000 in South Florida Water Management District grant funding for native plant installations at Broward schools.
 - \$10,000 in other grant funding associated with the installation of learning gardens at two Broward middle schools and the creation of three tropical fruit gardens at three middle schools.
- Evaluation of 580 existing irrigation systems at 266 school facilities to determine 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 exceeded 375 million gallons of water annually. Cost avoidance in annual water utility fees and energy savings are estimated at over \$750,000. Additional annual cost avoidance of over \$440,000 were identified through indoor water audits at 13 schools.

3.0 SCOPE OF WORK – PHASE III IMPLEMENTATION

The proposed scope of work for a third 5-year agreement period continues to build upon the efforts and achievements to date. The new agreement focuses on continued implementation of tasks designed to instill the values of environmental stewardship throughout the entire school community as well as providing a new opportunity for greater student involvement through a student-driven project-based learning initiative to develop a Climate Action Plan for SBBC. Complementing this new proposed task is the continuation of the successful P₃ Eco-Challenge which acknowledges and rewards schools, teachers, students, and support staff for implementing environmentally sustainable measures and green initiatives within their schools. This program recognizes 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 scope of work promotes the delivery of an approach focused on problem-solving, discovery and exploratory learning, and one which requires that students actively engage in a situation in order to find solutions.

The new agreement continues to provide access to delivery of the County's environmental resources and programs that support the SBBC's educational and sustainability goals, inclusive of services offered by Solid Waste and Recycling, Air Quality, and Environmental Planning/NatureScape programs.

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

The development and delivery of educational programs will aim to support science instruction through increasing students' knowledge about ecosystem sustainability, water

conservation, climate change, 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. This provides a wealth of possible topics for classroom discussion about such matters as the balance between environmental and economic concerns, as well as the global challenge of climate change, and how local initiatives can be part of the solution. Middle school students confronting these issues will develop a capacity for critical thinking. All programs will be developed and delivered to meet state and SBBC educational standards. Many of the lessons shared in the classroom will be reinforced on school properties throughout the County as native tree canopy and Florida-friendly landscaping is utilized to provide hands-on-educational opportunities on resource sustainability.

Additionally, continued facility improvements through introduction of native landscaping, accompanied with sustainable landscaping practices, such as those promoted by NatureScape Broward, will remain an important component of the new agreement, although funding availability will continue to dictate the extent of new landscaping improvements. EPCRD will continue to seek funds for landscape improvements through various grant opportunities and will work with SBBC staff and NatureScape's volunteer base to install appropriate trees and plant material. 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 avoidance.

The overall effort will be guided by the SBBC's Applied Learning and Environmental Conservation/Utility Management Departments and the EPCRD's program team of 2.5 FTEs, supported by additional County technical resources as determined to be beneficial to the overall goals of the Partnership.

4.0 WORK BREAKDOWN SCHEDULE:

The Scope of Work in support of this new Partnership Agreement between SBBC and the EPCRD will be undertaken through the following series of tasks.

- Task 1** **P₃ Eco-Challenge Program.** Five years after the inaugural P₃ Eco-Challenge Recognition Ceremony, this task is designed to continue the successful implementation of the recognition program that acknowledges and rewards schools, teachers, students, and school staff for participating/implementing environmental measures and green initiatives within their schools.

Schools are 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

Historically, teachers have had to demonstrate how their school and students meet the rubric criteria by entering their application information on the SBBC P₃ Eco-Challenge website. This has been a challenge for some individuals as they find the process difficult and the application "times-out" if not in use for a period. Moving forward, it is proposed that the application process be simplified to encourage entries by alternative methods such as smartphones and tablets. This will be coordinated with the Information Technology Department at SBBC.

Under this Task, NatureScape will coordinate fundraising efforts for the P₃ Eco-Challenge Awards program; assist in maintenance and enhancement of the rubric; solicit and review submissions for the P₃ Eco-Challenge; and develop the awards package, secure the venue, and host the annual ceremony.

Task 2 Development of new programs, tools, and Teacher Trainings.

Under this task, EPCRD will work with SBBC staff to develop programs, resources, and trainings to promote environmental education and stewardship throughout the school system. Curriculum materials will be developed by SBBC staff to ensure consistency with academic standards and EPCRD will provide assistance to identify resources to enhance lessons, with a focus on providing an interdisciplinary learning experience designed to produce a new generation of scientists, engineers, policy makers, advocates, inventors, entrepreneurs, and problem solvers. In particular, EPCRD staff will work with SBBC staff to provide assistance in the development and refinement of the new Environmental Science curriculum, including the modules that address Water Resources and Management and Global Climate Change. While NatureScape's primary involvement will continue to focus on middle grades learning (see Task 3), additional involvement with the high schools is expected to occur based on the subject matter.

The NatureScape Education Specialist will provide teachers with resources that can be utilized over the course of the school year. Educational programs that support NatureScape and environmental stewardship will be incorporated in the resources and will include a number of "hands-on" activities, including, where resources are identified, the planting of additional native landscaping at schools.

Additional technical resources (e.g., local governments, Parent Teachers Organizations, businesses, non-profit groups, volunteers, etc.) will be identified by NatureScape to support the overall program. The County will maintain a list of environmental professionals that can be made available to promote student engagement in environmental issues across Broward County. Upon request and based upon availability, opportunities will be identified for mentoring by business, industry, and research organization leaders.

Teacher trainings will be offered during the school year to teachers from the selected middle 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 team.

NatureScape will offer its "Know the Flow" workshop, a comprehensive course in local water management developed in conjunction with the South Florida Water Management District that can be presented in four one-hour parts or as a single abbreviated one-hour presentation. The abbreviated version of the course will 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.

Periodically, 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 identified and/or made available to effectively deliver these programs, as needed. These might include Powerpoint presentations, instructional videos, software, and use of various Smartphone applications that might be useful in engaging students in science.

In addition, the County will also work closely with SBBC to continue identifying grant opportunities that further support these programs.

Task 3

NatureScape presentations in the schools. This task provides for the continuation of NatureScape-based presentations in the classroom that are supportive of environmental stewardship. Under this task, County will work with the SBBC, school administration, teachers, and other environmental professionals to deliver and coordinate environmental programming.

Partnership activities will be organized to provide engagement and delivery of programming across all middle schools within the 5-year timeframe of this agreement. Prior to the start of the school year, the NatureScape Education Specialist will coordinate with SBBC to identify middle schools for focused programming during the school year and seek contacts with representative(s) from each school, to discuss expectations and to describe the resources available. As opportunities and requests arise, other schools, including elementary and high schools, will be included in programming.

EPCRD will assist in the development and delivery of a variety of lesson plans based on the interactions of living things, cycles in nature, water resources, Florida's Everglades, climate change, and caring for Florida's environment in a sustainable manner.

Programs prepared under this task include a series of approximately one hour/period programs that will focus on different environmental issues and themes (e.g., climate change, 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 an ethic of environmental stewardship. Where appropriate, NatureScape staff will utilize the school campus as an outdoor classroom.

Over the years that the Partnership has been in effect, a number of teachers and schools have taken advantage of having NatureScape staff present to their students on a regular annual basis, ranging from a single classroom presentation to presentations for an entire grade level.

Task 4

Youth Climate Summit. Climate change is becoming a topic of increasing concern, destined to have a greater influence on many aspects of society moving forward. Despite a lack of direction/guidance from the State on how Climate Literacy should be taught in our schools, the importance of its implications to South Florida's environment, economy, and people justifies a greater understanding and involvement by our teachers, future student leaders, and community in general. This new task will be for the County to serve as the overall coordinator to guide the development of an initial Youth Climate Summit in which students will have the major role in developing their own forum and climate action plans for their schools. [The Youth Climate Summit](#) will be based on the Adirondack Youth Climate Summit format and will be modified to address the challenges facing Southeast Florida/Broward County. This effort will eventually result in youth-developed Climate Action Plans, providing opportunities for youth to learn through project and real-world problem learning. The Summit is intended to be an empowering experience which will require the development of teams to serve in different capacities including development of a format, budgeting, fundraising, securing a venue, identification of speakers, and execution of a major youth-based event and action plan. Depending on the success of the initial Youth Climate Summit, additional summits may be held.

To introduce students to what a Climate Summit is about, approximately 30-50 students will be invited to participate in the 9th Annual Southeast Florida

Regional Climate Leadership Summit in December 2017 at the Broward County Convention Center. Although this two-day summit will primarily involve participation by local and state elected officials, city managers, agency partners, academia, private industry, nonprofit representatives, and other community leaders, and include high-level discussions centered around the business of resilience, there will be several opportunities for student participation. At the end of the second day of the summit, students may participate in an open discussion to talk about what they have learned and how they might approach planning for and implementing a Youth Climate Summit and creating their own Climate Action Plan.

Planning for the Youth Summit will involve a number of steps including County staff, School Board staff, interested teachers, and others. Steps include, but are not limited to, the following:

- Work with SBBC to create steering committee with students, teachers, post-secondary institutions, and community members
- Define audience including number of students and age group(s) to be reached
- Identify venue
- Event Planning Logistics
- Develop budget and fundraising

- Plenary and Workshop Presenter Planning
- Communications
- Post Summit follow up/progress report
- Develop Climate Action Plans with tasks and timelines

It is envisioned that the initial Youth Climate Summit will be held in either the second or third year of this agreement. This will provide for the time to promote the concept and identify the support of teachers, administration, and community resources, including funding, necessary to successfully deliver the Summit.

Task 5

Staff training for custodial staff, facilities managers and support personnel. This task is intended to provide for trainings for custodial staff, facilities managers, and school support personnel. Under this task, NatureScape staff will work with SBBC staff to provide both classroom and hands-on training in water conservation, including landscaping maintenance, irrigation system repairs, and indoor plumbing repairs and

retrofitting. As part of the classroom portion of these trainings, NatureScape will provide the abbreviated version of the "Know the Flow" workshop.

Trainings for any maintenance/custodial staff involved in managing irrigation systems will also, in conjunction with appropriate SBBC facilities staff, include exposure to a hands-on section on irrigation system repairs and landscape maintenance fundamentals.

New to this scope of work, this task also proposes the development of training videos on best management practices for custodial, maintenance, and facilities staff, including an introductory video on who NatureScape is and the services provided by NatureScape to SBBC. The NatureScape Irrigation Service staff will also provide for SBBC staff training on any smart irrigation systems that may be installed on SBBC properties.

Task 6

Environmental Recognition/School Certifications. The primary goals of this task are to: a) work with schools to achieve recognition for various environmental initiatives and achievements and, b) to maintain certifications, as required, through various programs such as National Wildlife Federation's Schoolyard Wildlife Habitat certification and Eco-Schools USA programs. While the P₃ Eco-Challenge Awards program will remain the primary opportunity to recognize environmental stewardship achievements amongst peers, other recognition programs such as the County's Emerald Awards program, will be considered as well for awards.

In July 2012, during the initial implementation period of the Partnership Agreement, NatureScape was instrumental in helping to achieve certification of the School Board of Broward County as a Schoolyard Wildlife Habitat by the National Wildlife Federation, the first school district in the nation to receive this recognition. Through the implementation of NatureScape principles, additional school facilities will be eligible for recognition by both the County's NatureScape Broward program and the NWF's Schoolyard Wildlife Habitat certification program. Maintaining the NWF certification requires the submittal of various documentation on an annual basis. NatureScape staff will work with SBBC to ensure that this certification is maintained.

The Foundation for Environmental Education developed the Eco-Schools program in 1994, which was recognized by the United Nations Environment Program in 2003 as a model initiative for Education for Sustainable Development. In 2008, the National Wildlife Federation was granted host status for K-12 schools in the United States. Through Eco-Schools USA,

the National Wildlife Federation has supported the registration and certification of 50 Eco-schools in Broward County. Through school-based action teams of students, administrators, educators and community volunteers, Eco-Schools combines effective "green" management of the school grounds, facilities and the curriculum. The program currently provides recognition for completion of each of ten pathways to Sustainable Development: Biodiversity, Climate Change, Consumption and Waste, Energy, Healthy Living, Healthy Schools, Schoolyard Habitats, Sustainable Food, Transportation, and Water. Two new pathways are being developed currently. NatureScape staff will work with schools to help them achieve recognition, in particular, for the Water, Schoolyard Habitats, and Climate Change pathways.

The County shall work with schools and SBBC staff to evaluate school facilities, programs, and provide recommendations for achieving various certifications/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. The ultimate goal of all of these recognition efforts is to create a culture that values the incorporation of sustainable practices, recognizes these achievements, and serves as a model for adjacent communities and neighboring school districts.

Working with schools and teachers to increase the amount of native and drought-tolerant landscaping at school facilities can serve as a starting point for many schools. As landscaping improvements are made, students will be engaged in the process by applying lessons learned in the classroom to providing assistance in the planting of landscaping on their campuses. Plant materials for new landscaping/landscaping renovations will be sought through grant opportunities and planted and maintained in accordance with sound NatureScape landscaping principles, designed to minimize the usage of unnecessary irrigation, fertilizers, and other chemicals, while providing opportunities that can be used as part of class instruction and encouraging student participation in healthy, outdoor activities.

Task 7

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 schools and students to participate in various aspects of Water Matters Day. Under this task, and based on NatureScape staff recommendations, a

limited number of schools will be invited to host a booth/display at the event to showcase their environmental programs or bring attention to environmental issues. In addition, the County will solicit interested students and those seeking to earn volunteer hours to participate in and/or volunteer at the County's annual Water Matters Day event. This could include assisting in the tree giveaway area, conducting participant surveys, assisting in staffing a booth, etc. The County reserves the right to limit the number of volunteer students to those that are necessary for successful management of the event. Extra credit forms will also be made available for other students that visit all exhibitor booths. In 2017, there were over 55 exhibitors providing information and education on various environmental programs that are offered throughout the County.

Additionally, the County will continue to solicit entries from middle and high school students for essays, poems, and written works as part of the Water Matters Day Literary Contest and that relate to an environmental theme associated with either the annual event or the P₃ Eco-Challenge. Students that submit winning entries, along with their teachers, will be eligible for prizes donated by one or more Water Matters Day co-sponsors.

The County shall provide all support services related to the execution of 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 prepare a summary of the annual Water Matters Day event including information on attendance, survey results, and overall success in providing outreach to the community in the Annual Report prepared under Task 10. The County will provide SBBC with a summary of Water Matters Day school-related activities, including number of volunteers and student participation.

Task 8 Irrigation System Design & Operational Evaluations. This task is intended to implement and provide for irrigation system evaluations to improve efficiency and reduce water usage outdoors. Landscape irrigation accounts for up to 50% of the potable 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 be effective in realizing water savings, reducing energy costs, and reducing runoff and its adverse effects, while still meeting plant needs. In this task, County,

through its Water Conservation Specialist, will work closely with Environmental Conservation/Utility Management staff to thoroughly evaluate the efficiency of the irrigation systems at each school facility.

County's Water Conservation Specialist will work with Environmental Conservation/Utility Management staff to develop schedules for evaluation of the irrigation systems, based primarily on usage, with priority given to those systems that are using municipally-sourced potable water. Recommendations will be provided to Environmental Conservation/Utility Management staff, and improvements will be scheduled/provided as manpower and budgets allow. In addition, EPCRD 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 9

Water Audits within Schools. Under this task, the County's Water Conservation Specialist will work with Environmental Conservation/Utility Management staff to conduct a minimum of three (3) water audits annually 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 Environmental Conservation/Utility Management staff to schedule indoor water audits of plumbing fixtures and water-using appliances. Recommendations will be provided to SBBC, and improvements/retrofits will be scheduled as manpower and budgets allow (as determined by appropriate SBBC staff).

Task 10

Coordination/Administration. Under this task, the County will meet with appropriate SBCC personnel to establish joint protocols, contacts, tools, and educational programs that best integrate environmental stewardship and sustainability principles within the District. This effort will include a commitment of County's Environmental Planning and Community Resilience 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. Quarterly summary reports will be provided with invoices and summarize the major activities for the quarter under each of the task areas. An Annual Report will be provided to SBBC that will include additional information, including an estimate of annual avoidance 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.

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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 Fifty Five Thousand Five Hundred and Fifty Four Dollars (\$55,554.00) 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.

Year 1 renewal: A not-to-exceed fee of Fifty Seven Thousand Two Hundred Twenty One Dollars (\$57,221.00) per quarter, paid in arrears.

Year 2 renewal: A not-to-exceed fee of Fifty Eight Thousand Nine Hundred Thirty Seven Dollars (\$58,937.00) per quarter, paid in arrears.

Year 3 renewal: A not-to-exceed fee of Sixty Thousand Seven Hundred Five Dollars (\$60,705.00) per quarter, paid in arrears.

Year 4 renewal: A not-to-exceed fee of Sixty Two Thousand Five Hundred Twenty Seven Dollars (\$62,527.00) per quarter, paid in arrears.