



# District School Board of Pasco County

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638 • 813/ 794-2000

Heather Fiorentino, Superintendent


[www.pasco.k12.fl.us](http://www.pasco.k12.fl.us)

Department of Purchasing  
Kendra Goodman, CPPO, CPPB, Purchasing Agent  
813/ 794-2221 Fax: 813/ 794-2111  
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March 6, 2012

## MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent 

RE: Interagency Agreement  
Cross Bar Ranch Environmental Education Program

Attached is an Interagency Agreement with the Cross Bar Ranch Environmental Education Program and the District School Board of Pasco County. The Cross Bar Ranch is a 12,000 acre working ranch located in Pasco County and owned by Pinellas County. The ranch and welcome/education center provide Pasco County students with an opportunity to study wildlife management, endangered species, ranching and other topics. Please reference the attached memo from Ms. Ruth Reilly, Assistant Superintendent for Curriculum and Instructional Services, for further information regarding this agreement. This contract has been reviewed and approved by Ms. Nancy Alfonso, School Board Attorney, on February 9, 2012.

At this time, we respectfully request that the Board retroactively approve the attached agreement for the Cross Bar Ranch Environmental Education Program. This agreement will continue through June 7, 2012. It is anticipated that the annual expenditures will be \$9,900 using Internal funds to cover rental fees and janitorial services. The specific services are outlined in the agreement and are attached for your perusal.

Should you have any questions regarding this matter, please contact Ms. Ruth Reilly or me at your earliest convenience.

KDG/dsr

Attachment



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Heather Fiorentino, Superintendent

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Ruth B. Reilly  
Assistant Superintendent for Curriculum & Instructional Services  
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727/ 774-2650 TDD: 813/ 794-2484  
352/ 524-2650 email – [rreilly@pasco.k12.fl.us](mailto:rreilly@pasco.k12.fl.us)

February 16, 2012

TO: Kendra Goodman, Purchasing Agent

FROM: Ruth B. Reilly, Asst. Superintendent for Curriculum & Instructional Services *CBR*

SUBJECT: **Interagency Agreement - Cross Bar Ranch Environmental Education Program**

The Cross Bar Ranch is a 12,000 acre working ranch located in Pasco County and owned by Pinellas County. The ranch and welcome/educational center provide Pasco County students with an opportunity to study wildlife management, endangered species, ranching and other topics.

Approval of the attached *Interagency Agreement/Consulting Services for District School Board of Pasco County (DSBPC) with Pinellas County for the Cross Bar Ranch Environmental Education Program Project No.: 2011-1* will permit the DSBPC to continue using the educational facility at Cross Bar Ranch Welcome Center and outdoor learning center, retroactive from December 1, 2011, until June 7, 2012. The sum of \$9,900 will cover rental fees and janitorial services.



**RECEIVED**

2/20/12 *RCM*

**INTERAGENCY AGREEMENT/CONSULTING SERVICES FOR DISTRICT  
SCHOOL BOARD OF PASCO COUNTY WITH PINELLAS COUNTY FOR THE  
CROSS BAR RANCH ENVIRONMENTAL EDUCATION PROGRAM  
PROJECT NO.: 2011-1**

**THIS AGREEMENT**, entered into the 6<sup>th</sup> day of March 2012, between the first party, **DISTRICT SCHOOL BOARD OF PASCO COUNTY** (hereinafter "School Board") a public school entity of the State of Florida, whose address is 7227 Land O' Lakes Boulevard, Land O' Lakes, FL, 34638, and the second party, **PINELLAS COUNTY** (hereinafter "Provider") a political subdivision of the State of Florida, whose address is 315 Court Street, Clearwater, FL, 33756.

1. School Board will have use of the educational facility at Cross Bar Ranch Welcome Center, located at 20115 Scrub Jay Lane, Spring Hill, FL 34610, with the outdoor learning center for visitation beginning on or about December 12, 2011 until June 7, 2012.
2. In addition to the term set forth above, School Board will have use of the educational facility at Cross Bar Ranch Welcome Center with the outdoor learning center for visitation an additional 20 days per fiscal year. Coordination of dates and times will occur between the School Board (Curriculum and Instructional Services Department designee) and Provider (Pinellas County designee) to ensure availability of the facility for such additional dates.
3. School Board shall pay the sum of \$9,900.00 to the Provider as and for rental fees and janitorial services within thirty (30) days after receipt of a proper invoice. All invoices shall be mailed to The District School Board of Pasco County- Curriculum and Instructional Services Department, 7227 Land O'Lakes Boulevard, Land O'Lakes, Florida 34628.
4. Provider agrees and is committed to expending additional funds to maintain the Facilities and to provide security during School Board's use of the facility.
5. The Parties agree to mutually resolve all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under this Agreement.
6. This Agreement will become effective as of December 1, 2011 and shall end when all obligations provided for in the agreement are met by the Parties unless amended or terminated under provisions of this agreement.
7. The School Board reserves the right to cancel this agreement, without cause, by giving thirty (30) days prior written notice to the Provider of the intention to cancel. Failure of the Provider to fulfill or abide by any of the terms or conditions specified shall be considered a material breach of contract and shall be cause for immediate termination

CONTRACT REVIEWED  
AND APPROVED:  
*Kdy 2/28/12*



of the contract at the discretion of the School Board. The School Board has the discretion to provide notice of breach and an opportunity for Provider to cure said breach within thirty (30) days of notice of breach. If notice of breach and an opportunity to cure is given, and Provider fails to cure the breach within the time provided for cure, School Board reserves the right to treat the notice of breach as notice of intent to cancel the Agreement for convenience. If the School Board terminates the Agreement for convenience, other than where the Provider breaches the Agreement, the Provider's recovery against the School Board shall be limited to that portion of the usage fee earned through the date of termination. The Provider shall not be entitled to any further recovery against the School Board, including but not limited to anticipated fees or profit on services not required to be performed. Upon termination, the Provider shall deliver to the School Board all original records set forth and described in this Agreement.

8. This Agreement represents the entire written Agreement between the School Board and the Provider and may be amended only by written instrument signed by both the School Board and the Provider.

9. The parties agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages proximately caused thereby; provided, however, that the parties' liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the parties, nor shall anything herein be construed as consent by the parties to be sued by any third party for any cause or matter arising out of or related to this Agreement.

10. This Agreement shall be governed by the laws of the State of Florida and venue shall be in the appropriate state court in Pasco County, Florida.

This Agreement executed the day and year first written above.

The remainder of this page intentionally left blank.



**School Board:**

District School Board of Pasco County  
7227 Land O'Lakes Boulevard  
Land O'Lakes, Florida 34638

**Provider:**

PINELLAS COUNTY, FLORIDA by and  
through its County Administrator

By: Joanne Hurley

By: \_\_\_\_\_  
Robert S. LaSala Date: \_\_\_\_\_

Title: Chairman Date: 3/6/12

ATTEST:

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Office of County Attorney

CONTRACT REVIEWED  
AND APPROVED:  
Kdy 3/28/12