



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Purchasing Services

Nicole Westmoreland, MBA, Purchasing Agent
813/ 794-2221 Fax: 813/ 794-2111
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352/ 524-2221 e-mail: nwestmor@pasco.k12.fl.us

May 6, 2014

MEMORANDUM

TO: Honorable School Board Members

FROM: Nicole Westmoreland, MBA, Purchasing Agent *NW*

SUBJECT: Office for Teaching and Learning Services
Cross Bar Ranch Environmental Education Program
Contract #2014001705

Attached is an Interagency Agreement with the Cross Bar Ranch Environmental Education Program and the District School Board of Pasco County to provide Pasco County students with an opportunity to study wildlife management, endangered species, ranching and other topics. Please reference the attached memo from Laura Hill, Program Coordinator, Office for Teaching and Learning. The agreement was approved by the District School Board's Attorney, Ms. Nancy Alfonso, on April 24, 2014.

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 6, 2014. It is anticipated that the annual expenditures will be \$17,955 using grant funding from Tampa Bay Water. Services covered under this contract are considered educational services and therefore are exempt from the competitive pricing requirements as outlined in Department of Education 6A-1.012(11)(b).

Should you have any questions regarding this matter, please contact Laura Hill or Debra Reaves, Purchasing Services, at your earliest convenience.

NW/dr

Attachments

Date/Time: April 30, 2014 10:02:00

(813)794-2000 • (352) 524-2000 • (727) 774-2000 • www.pasco.k12.fl.us

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Kurt S. Browning, Superintendent of Schools

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Office for Teaching and Learning
Laura Hill, Supervisor of Science, K-12
813/ 794-2257 727/ 774-2257
352/ 524-2257 Fax: 813/ 794-2112
e-mail: lhill@pasco.k12.fl.us

April 24, 2014

MEMORANDUM

TO: Nicole Westmoreland, Director of Purchasing

FROM: Laura Hill, Program Coordinator Science, Office for Teaching and Learning

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. Seventh graders in our district participate in the Watershed Ambassadors Program at Cross Bar Ranch one half of the year. This contract has been reviewed by our School Board Attorney.

At this time, we respectfully request that you bring the contract to the Board and retroactively approve the attached agreement for the Cross Bar Ranch Environmental Education Program. This agreement will continue through June 6, 2014. It is anticipated that the annual expenditures will be \$17,955 using grant funding from Tampa Bay Water. The specific services are outlined in the agreement and are attached for your perusal.

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

MK

Attachment



RECEIVED

4/24/2014 *ok*

INTERAGENCY AGREEMENT/CONSULTING SERVICES FOR DISTRICT SCHOOL BOARD OF PASCO COUNTY WITH PINELLAS COUNTY FOR THE CROSS BAR RANCH ENVIRONMENTAL EDUCATION PROGRAM

THIS AGREEMENT, entered into the ___ day of _____ 2014, 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 January 6, 2014 until June 6, 2014.

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 (Office for Teaching and Learning designee) and Provider (Pinellas County designee) to ensure availability of the facility for such additional dates.

3. School Board shall pay the sum of \$12,400.00 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- Office for Teaching and Learning, 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. In addition to the use of the educational facility at Cross Bar Welcome Center, the Provider will lease the two safari buses to the School Board for educational tours at the Ranch. The School Board will pay a sum of \$5,555.00 for the use of the safari buses for approximately 74 days during this Agreement term. School Board shall not provide other tours with the safari buses. School Board has inspected the safari buses and finds them to be in safe mechanical condition. The Provider will allow the safari buses to be parked in the metal barn during the lease period.

6. School Board will be responsible for conducting the tours and providing a driver who has a Commercial Driver License. School Board will report to Provider any mechanical issues with respect to the safari buses. School Board will provide fuel for the buses, minimum weekly cleaning and washing of the buses, and be responsible for any repairs or damage to the buses. School Board will not be held responsible for repairs or damages to the safari buses that occur from the Provider sponsored tours.

CONTRACT REVIEWED
AND APPROVED:
NW 4-25-14

7. The School Board acknowledges and recognizes that the Cross Bar Ranch and AL BAR Ranch are active agricultural and silviculture operations. The School Board also acknowledges and recognizes the Cross Bar Ranch and AL BAR Ranch are surrounded by agricultural lands. Additionally such adjacent lands may have hunting activities which involve the use of firearms.

8. 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.

9. This Agreement will become effective as of January 6, 2014 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.

10. 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 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.

11. 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.

12. 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.



13. 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.

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: _____
Title: _____ Date: _____

By: _____
Robert S. LaSala Date: _____

ATTEST:
By: _____

WITNESS:
By: _____

APPROVED AS TO FORM:

By: _____
Office of County Attorney

Nicole Westmoreland 4/25/14
Signature Date

Nicole Westmoreland, MBA, Purchasing Agent
District School Board of Pasco County