

Facilities Operations, Maintenance and Planning
Ana Rijo-Conde, Interim Assistant Superintendent

SUBJECT: CONFIRMATION OF EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE TOWN OF MIAMI LAKES BY THE SUPERINTENDENT OF SCHOOLS FOR 1.7 ACRES OF VACANT BOARD-OWNED LAND AND AUTHORIZATION TO EXECUTE A SUCCESSOR JOINT USE AGREEMENT

COMMITTEE: FACILITIES MANAGEMENT

The District recently acquired a parcel, containing 1.7 net acres of undeveloped land at N.W. 87 Avenue and N.W. 164 Street. The land was conveyed to the District by a local developer, at no cost, under the terms of a Declaration of Restrictions. The Board-owned land is located adjacent to a 17-acre Town of Miami Lakes (Town) unimproved park site (Royal Oaks Park), which the Town is seeking to develop for public recreational use (see location map). In an attempt to meet a critical public demand for recreational facilities, and in the absence of an imminent District plan to develop the 1.7-acre Board-owned tract, the Town has requested permission to develop and use the Board-owned land as part of the future Royal Oaks Park site, until such time as it may be required by the District for educational use.

Although the Town indicated a desire to enter into a formal Joint Use Agreement with the District for use of the Board-owned parcel, certain critical time constraints required the Town to seek immediate use of the land. In an attempt to cooperate with the Town, and in consultation with the School Board Attorney's Office, the Office of the Superintendent of Schools agreed to enter into a Memorandum of Understanding (MOU). Since the site contains jurisdictional wetlands, issuance of the MOU would allow the Town to begin the process of acquiring permits, in anticipation of the work. This work is largely the same as the District would make if the land were to be used for a future educational facility. The MOU was reviewed by the School Board Attorney's Office prior to execution, and the final document includes all requested revisions.

The Joint Use Agreement will include all of the terms and conditions of the MOU, which specifically require the Town to coordinate its actions with all appropriate governmental entities, and to pay all costs, including mitigation, as may be required. Upon adoption of the Joint Use Agreement by the Board and Town, the MOU will be superceded by the Joint Use Agreement and be of no further force and effect.

Terms and conditions of the proposed Joint Use Agreement are as follows:

- the Town may use the Board-owned site, as part of the adjacent Royal Oaks Park, only for the purpose of constructing recreation related improvements and for the operation of recreational activities;
- the District will have use of Royal Oaks Park (including the Board-owned site), on an as-needed basis, with 48 hours advance notice to the Town and provided such use does not interfere with scheduled Town events or functions;
- the Town shall make certain improvements to the Board-owned site, at its sole cost and expense, including clearing, demucking, back-filling and installing sod, and the District shall be liable to reimburse the Town for the cost of this work under certain circumstances, as outlined below. This work is largely the same as the District would make if the land were to be used for an educational facility. The Town shall also install a berm with trees, which work shall be non-reimbursable by the District. The Town may make additional non-permanent improvements on the site, at its sole cost and expense, with permission of the District, which work shall be non-reimbursable;
- a 20-year term, with two five-year options, upon the mutual agreement of both parties. The MOU shall expire concurrent with the commencement date of the successor Joint Use Agreement;
- in addition to its own use, the Town may designate other not-for-profit parties to provide recreational services and programs on the Board-owned parcel. In this event, the Town shall be responsible for all use, maintenance, risk management, supervision and other terms and conditions, as if the Town were utilizing the site;
- because of the presence of jurisdictional wetlands, prior to initiating any activities on the site that may disturb or impact said wetlands, including construction of any improvements, the Town shall obtain all necessary permits and pay all related costs, including mitigation, and shall coordinate its actions with the South Florida Water Management District, Miami-Dade County Department of Environmental Resource Management and other such governing authorities as may be required;
- the Town shall submit all documentation required by the District prior to proceeding with the permitting process and shall secure authorization from the Superintendent, or his designee, prior to initiating any construction related activities on the Board-owned site;
- either party may cancel the agreement, without penalty, with one year advance notice. However, in the event the Joint Use Agreement is cancelled by the District without cause during the initial five-year period, the District shall reimburse the Town for the unamortized portion of the cost for the Town to clear, demuck, back-fill and sod the site. The estimated cost for completing this work is \$270,000. The

amount shall be amortized over a 60 month period, beginning at the commencement date of the agreement. Any costs that the Town may incur related to the permit process, where the improvements are not completed for reasons beyond the Board's control, shall not be reimbursed to the Town;

- in addition to the other cancellation provisions, the agreement may be canceled by either party in the event of default, which default is not cured. If the agreement is canceled by the District due to default on the part of the Town, the District would not be liable to reimburse the Town for the cost of site improvements;
- the Town shall retain all responsibility for maintenance of the Board-owned parcel, and will pay the cost of all utilities associated with its operation. The District will be responsible only for the removal of trash or litter generated during its period of use;
- in the event of damage or destruction, the Town shall repair all improvements on the Board-owned parcel or may, at its option, cancel the agreement instead, in which case it shall restore the site to the same or better condition as existed before the commencement date of the Joint Use Agreement;
- subject to the limitations imposed by Florida Statute, the Town shall indemnify and hold the Board harmless from damages or actions arising from or in connection with the Town's use and occupancy of the site during the term of the agreement;
- the Town shall cause any contractor performing work on the site for the Town to name the Board as an additional insured and to expressly indemnify and hold the Board harmless from damages or actions arising from the exercise of the Town's rights under the agreement; and
- the Superintendent shall be the party designated by the Board to grant or deny all approvals required of this agreement, or to cancel this agreement.

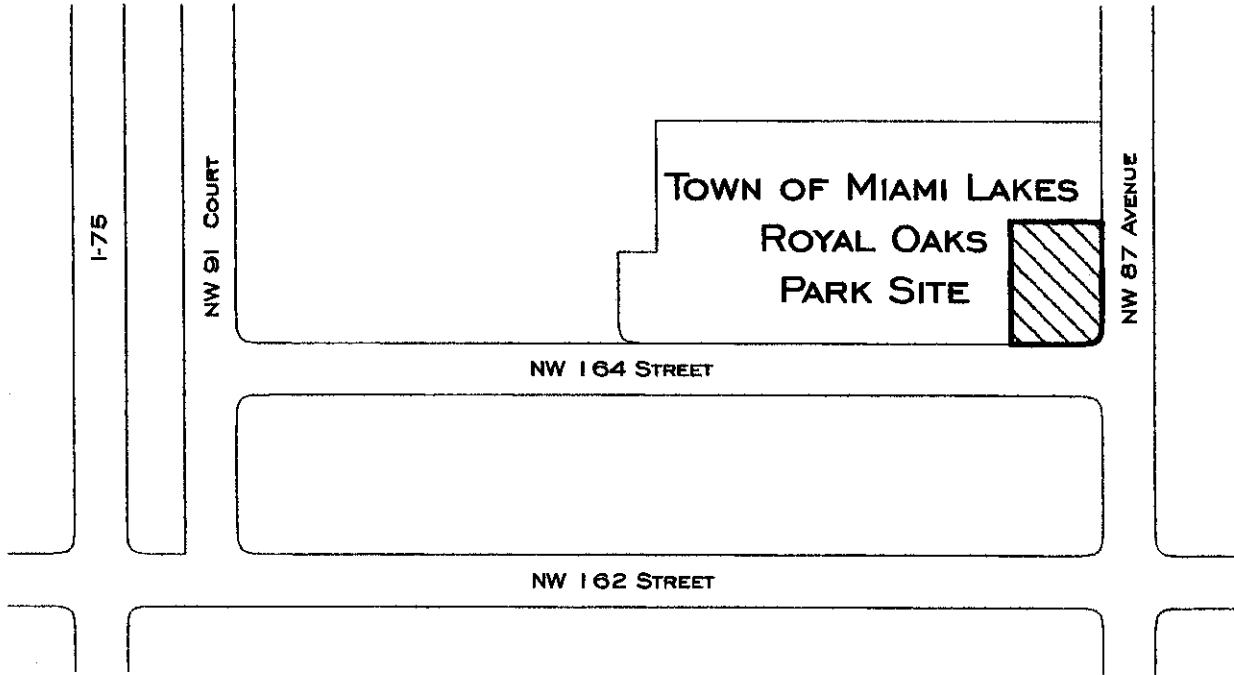
The proposed Joint Use Agreement shall be reviewed and approved by the ACCESS Center 1 Assistant Superintendent, Director of Advanced Planning, Executive Director of Capital Improvement Projects, and any other affected District staff departments. The agreement shall be reviewed by the School Board Attorney's Office and the Office of Risk and Benefits Management prior to execution.

RECOMMENDED:

That The School Board of Miami-Dade County, Florida, confirm execution of the Memorandum of Understanding with the Town of Miami Lakes by the Superintendent of Schools for 1.7 acres of vacant Board-owned land, and authorize the Superintendent or his designee to execute a successor Joint Use Agreement with the Town of Miami Lakes, under the terms and conditions noted above.

MAL:rr

LOCATION MAP



LEGEND

 VACANT BOARD-OWNED LAND

