

Business Operations
J.E. Surash, P.E., Chief Business Officer

SUBJECT: AUTHORIZATION TO EXECUTE AN AMENDMENT TO A JOINT USE AGREEMENT WITH THE TOWN OF MIAMI LAKES TO ALLOW CONSTRUCTION OF CERTAIN IMPROVEMENTS ON THE MIAMI LAKES MIDDLE PARK/SCHOOL CAMPUS, AND PROVIDE DISTRICT FUNDING FOR A PORTION OF THE WORK

COMMITTEE: FACILITIES MANAGEMENT

The Board, at its meeting of October 23, 2002, authorized entering into a Joint Use Agreement with the Town of Miami Lakes (Town), for a portion of the Miami Lakes Middle School (School) playfield and adjacent Town-owned park land, to be used collectively as Miami Lakes Park (see enclosed location map). The Town acquired use of the Board-owned land with all existing recreational facilities, and retained the right to construct additional improvements, subject to the approval of the district. The Town has now approached the district with a request to construct a new parking lot, containing approximately 58 additional spaces, immediately north of the existing School portable classrooms (see parking lot # 2 on the enclosed location map). The new parking lot will be available for use by district staff and visitors during school hours, and by the public at all other times.

In February 2002, the district commissioned a Traffic Mitigation Study at the School to address traffic and safety related issues and concerns raised by staff and members of the community. Among the recommendations proffered, was the construction of a U-turn lane and drop-off/pick-up area for private buses along NW 64 Avenue, to facilitate resolution of an ongoing student safety and traffic control matter. The location proposed by the Traffic Mitigation Study to construct the U-turn lane, however, is the same as where the Town anticipates constructing parking lot # 2. In order to allow the construction of parking lot # 2 to proceed, while satisfying the School's critical safety concerns, the Town has offered to construct a U-turn lane on the north of the Town-owned park land, and to pave the portion of NW 64 Avenue adjacent to the School for use as a bus pick-up/drop-off area (see location map). Because these improvements will serve the Town as well as the district, it is proposed that the costs be shared as indicated below.

In addition to constructing parking lot # 2, the U-turn lane and bus drop-off/pick-up area, the Town will also provide further improvements on NW 64 Avenue to augment available parking for district staff/visitors and park patrons. All work on Board-owned land will be done by the Town, in conformance with the Florida Building Code and district construction criteria. Construction is planned for this summer and will be coordinated with the principal to minimize any impact on School operations.

The Town is proposing to provide all architectural/engineering services, at its sole cost and expense, but is seeking funding from the Board for one-half of the construction cost of the parking lot, in an amount not to exceed \$90,000, and all of the construction cost of the U-turn area, in an amount not to exceed \$100,000, for a total cost to the Board in an amount not to exceed \$190,000. Terms and conditions of the proposed amendment to the Joint Use Agreement are, substantially, as follows:

- the Town will construct a new parking lot (parking lot # 2), on a portion of the School playfield, a U-turn lane on a portion of the Town-owned park land and a private bus pick-up/drop-off area on NW 64 Avenue, substantially as depicted on the enclosed location map. In this regard, the Town shall provide all professional services, and shall contract with and supervise the contractor. The Town shall comply with all applicable provisions of the Florida Building Code, including the Americans With Disabilities Act, in the design and construction of the improvements;
- the Educational Facilities Compliance Department shall review and approve all construction drawings and specifications for work on the School playfield, issue permits, inspect the work and provide a final completion certificate;
- the Town shall cause any contractor performing work on the School playfield to indemnify, defend and hold harmless the Board, its employees and representatives from any liability, damages and claims, and to name the Board as an additional insured with respect to any liability policies provided by the contractor to the Town in connection with the work;
- the Town shall cause its contractor to implement appropriate safety measures to protect students and staff from any unsafe conditions. At the completion of the construction of parking lot # 2, the Town shall secure an inspection of the site from the district, and shall not release its contractor from its contract or make final payment until applicable district staff attest to the satisfactory completion of the work;
- the Town shall pay any and all costs related to the construction of parking lot # 2, U-turn lane and bus drop-off/pick-up area. Upon completion of the work, and receipt by the district of adequate documentation attesting to the actual cost of the work, the Board shall reimburse the Town for one-half of the construction portion of parking lot # 2, in an amount not to exceed \$90,000, and all of the construction portion of the U-turn lane, in an amount not to exceed \$100,000, for a total cost to the Board in an amount not to exceed \$190,000. The Board's reimbursement shall not include professional services (architectural/engineering services, surveys, soils testing and other like expenses);
- in addition to its use of parking lot # 2 by visitors and staff during school hours, the district shall have the uninterrupted right of ingress/egress over the parking lot for the express purpose of relocating its portable classrooms, and the Town shall design and construct the new parking lot in such a manner as to provide for

such unimpeded movement by the district. In this regard, the Board shall not be liable for any damage to parking lot # 2 resulting from the routine actions necessary to relocate portable classrooms across the parking lot. The Board shall only repair damage to the parking lot caused by its carelessness, failure to act or negligence;

- other than for removal of trash or litter generated by the district during its period of use, the district shall have no maintenance responsibilities for parking lot # 2 or bus drop-off/pick-up area. The Town shall maintain parking lot # 2, including lighting systems, irrigation and landscaping, and shall pay for all electricity used for parking lot lighting; and
- the Town shall assume all responsibility for repair or replacement of parking lot # 2 in the event of damage or destruction.

The School Principal and assistant superintendent for ACCESS Center 1 recommend amending the Joint Use Agreement to allow construction of parking lot # 2, U-turn lane and bus drop-off/pick-up area. The Department of Relocatables and Special Projects, Office of Capital Improvement Projects, Department of Long Range Planning and Department of Safety, Hazards and Environmental Management have indicated no objection to the proposed work. The proposed amendment to the Joint Use Agreement will be reviewed by the Office of Risk and Benefits Management and the School Board Attorney's Office prior to its execution.

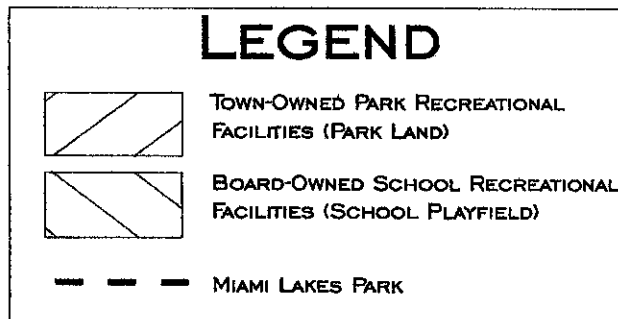
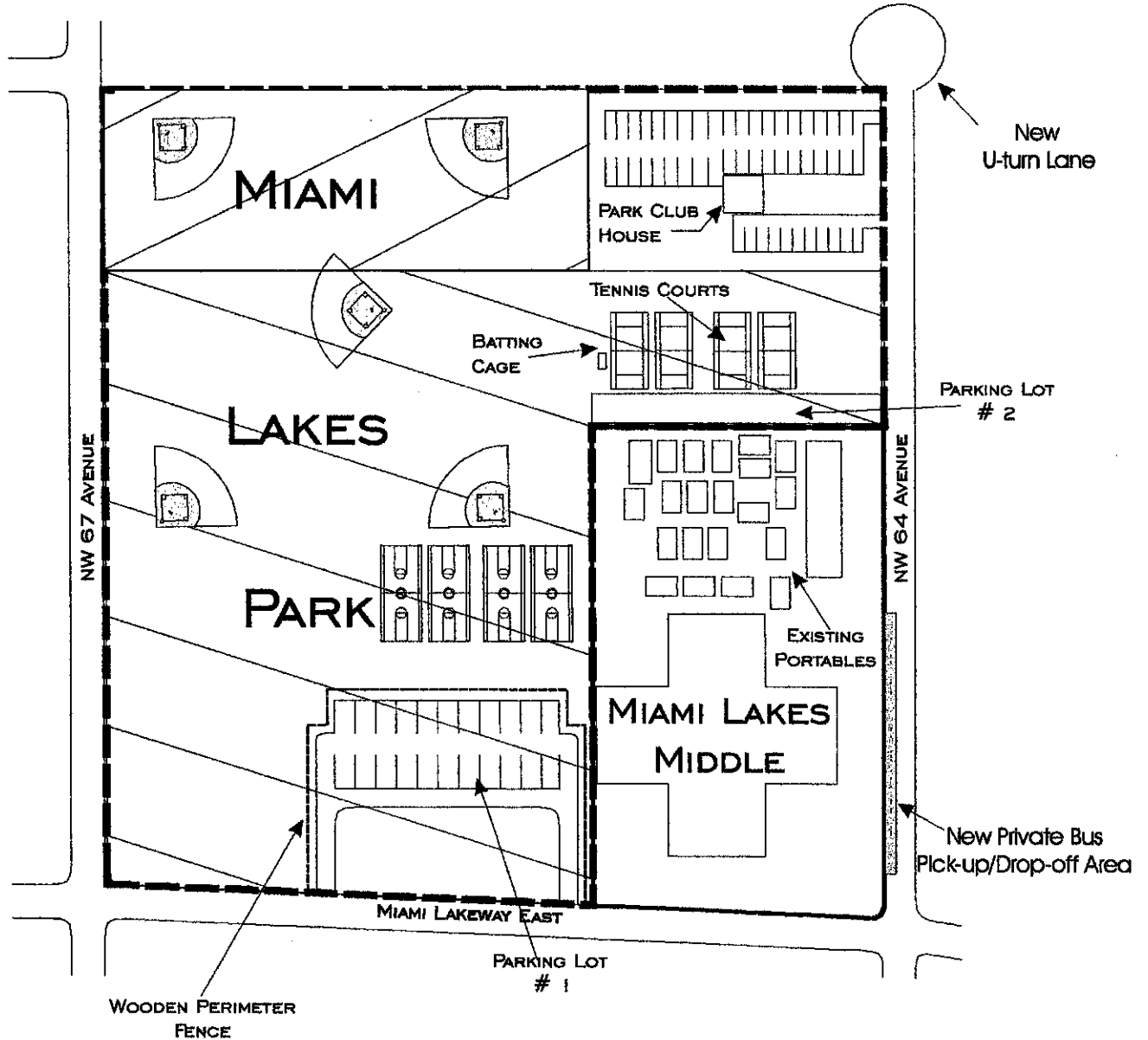
RECOMMENDED:

That The School Board of Miami-Dade County, Florida:

1. authorize the Superintendent or his designee to execute an amendment to the Joint Use Agreement with the Town of Miami Lakes to allow construction of certain improvements on the Miami Lakes Middle Park/School campus, and provide district funding for a portion of the work in an amount not to exceed \$190,000, and substantially in conformance with the terms and conditions noted above. All other terms and conditions of the Joint Use Agreement will remain unchanged; and
2. direct the Superintendent to amend the District Facilities Work Program to provide funding for the work, as indicated above, in an amount not to exceed \$190,000.

MAL:mo

Exhibit "A"



(NOT TO SCALE)

