

Office of School Facilities
Rose Diamond, Chief Facilities Officer

SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE SHORT TERM AGREEMENTS WITH MIAMI-DADE COUNTY FOR INTERIM USE OF COUNTY-OWNED FACILITIES ADJACENT TO DEVON AIRE K-8 CENTER, F.C. MARTIN K-8 CENTER AND DR. MICHAEL M. KROP SENIOR HIGH SCHOOL, TO FACILITATE CONSTRUCTION ACTIVITIES AT THOSE SCHOOLS

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

Background Information

Capital improvement projects on existing school campuses often impact parking or recreational facilities at the school during the course of the work. This impact is typically interim in nature, lasting a year or less. Where the school is located adjacent to a public park, the District often seeks to work cooperatively with the applicable Miami-Dade County (County) or Municipal park department, to secure temporary use of the park. Due to the limited duration and impact on park operations, such use can typically be accommodated through a Short Term Agreement. Such an Agreement will generally define the school's period of use, maintenance responsibilities and other operational issues, and indemnify the County or Municipality to the limits of Florida Statutes.

As a result of ongoing capital improvement projects at Devon Aire K-8 Center, F.C. Martin K-8 Center and Dr. Michael M. Krop Senior High School, it is recommended that the Board authorize the Superintendent to finalize negotiations and execute Short Term Agreements with the County for interim use of park facilities located adjacent to those schools.

Proposed Short Term Agreements

It is recommended that the Superintendent be authorized to finalize negotiations and execute Short Term Agreements with the County under, substantially, the following terms and conditions:

Devon Aire K-8 Center

- the School shall have use of 35 parking spaces within the existing Devon Aire Park parking lot during normal School hours on normal School days;
- because ongoing School construction activities preclude Park use of an existing parking facility on the east side of the School campus, the County shall have use of all available parking on the School's south parking lot after normal School hours and on weekends;
- the term of the Short Term Agreement shall not exceed one year, unless extended for a limited period upon the mutual agreement of District and County staff; and

- the County and School shall each be responsible to provide routine maintenance within their respective parking facilities.

F.C. Martin K-8 Center

- the School shall have use of an agreed to portion of the open recreational area and the parking lot of Sgt. Joseph Delancy Park during normal School hours on normal School days;
- the term of the Short Term Agreement shall not exceed one year, unless extended for a limited period upon the mutual agreement of District and County staff;
- the School shall be responsible for janitorial services during its period of use, and keep the area in a safe and usable condition;
- the County shall be responsible to provide routine maintenance;
- the Board shall hold harmless and indemnify the County to the extent of the limits of Florida Statutes;
- the parties reserve the right to review the facilities used on a periodic basis and modify the area and hours of use as mutually agreed upon; and
- given that no formal joint use agreement exists for this location, the parties will explore entering into such an agreement for long-term joint use of Park and School recreational facilities.

Dr. Michael M. Krop Senior High School

- the School shall have use of an agreed to portion of the unimproved Ives Estates Park during normal School hours on normal School days;
- the term of the Short Term Agreement shall not exceed one year, unless extended for a limited period upon the mutual agreement of District and County staff;
- the School shall be responsible for janitorial services during its period of use, and keep the area in a safe and usable condition;
- the School shall be responsible to provide any required maintenance to the turf, fencing, etc;
- the Board shall hold harmless and indemnify the County to the extent of the limits of Florida Statutes;
- the parties reserve the right to review the facilities used on a periodic basis and modify the area and hours of use as mutually agreed upon;
- the School shall not be permitted to make any changes to the surface or subsurface area, unless specifically approved by the County;
- vehicle parking and the storage of equipment and material are expressly prohibited;
- respective on-site staff shall coordinate the opening and closing of any gates controlling the School's access to the area; and
- prior to completion of the construction plans showing the work that the District proposes to complete on the 12-acre portion of the School leased from the County, the District shall provide those documents for Park review and approval.

The principals of Devon Aire K-8 Center, F.C. Martin K-8 Center and Dr. Michael M. Krop Senior High School, and the Regional Superintendents for Regional Centers II and V recommend entering into the applicable Short Term Agreements. The Short Term Agreements will be reviewed by the School Board Attorney's Office and Office of Risk and Benefits Management prior to their execution.

RECOMMENDED: That The School Board of Miami-Dade County, Florida authorize the Superintendent to finalize negotiations and execute Short Term Agreements with Miami-Dade County for interim use of County-owned facilities adjacent to Devon Aire K-8 Center, F.C. Martin K-8 Center and Dr. Michael M. Krop Senior High School, to facilitate construction activities at those schools, substantially in conformance with the terms and conditions noted above.

MAL:scj