

Office of School Facilities
Jaime G. Torrens, Temporary Chief Facilities Officer

SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO:

- 1) FINALIZE NEGOTIATIONS AND EXECUTE A JOINT USE AGREEMENT WITH THE TOWN OF BAY HARBOR ISLANDS FOR JOINT DEVELOPMENT AND/OR USE OPPORTUNITIES IN CONNECTION WITH THE CONVERSION BY THE BOARD OF RUTH K. BROAD/BAY HARBOR ELEMENTARY SCHOOL, LOCATED AT 1155 93 STREET, BAY HARBOR ISLANDS, TO A K-8 SCHOOL, AND DEVELOPMENT BY THE TOWN OF ADJACENT TOWN-OWNED LAND FOR OFF-STREET PARKING, AND
- 2) FINALIZE NEGOTIATIONS AND EXECUTE A LEASE AGREEMENT WITH THE TOWN FOR THE LONG-TERM USE OF PARKING FACILITIES

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

LINK TO

STRATEGIC PLAN: IMPROVE CONSTRUCTION SERVICES

Background

The Board, at its January 18, 2006 meeting, authorized the District to pursue an Interlocal Agreement with the Town of Bay Harbor Islands (Town), for the possible joint development and/or use of facilities in connection with the conversion by the Board of Ruth K. Broad/Bay Harbor Elementary School (School), located at 1155 93 Street, to a K-8 facility, and the proposed development by the Town of Town-owned land located adjacent to the School. In this regard, the Town intends on constructing a structured parking garage (Parking Garage), with 130 parking spaces to be made available to the School through a long-term lease; this will in turn allow the District to develop a more cohesive campus as part of its K-8 conversion, address parking and traffic flow issues associated with the School, and enhance the existing open space and recreational facilities at the School for the mutual benefit of the children and the community. Such a project would provide an opportunity for public entities to optimize their resources through joint funding, development and use of valuable public facilities.

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The proposed Joint Use Agreement provides for virtually all staff, teacher and visitor parking to be located within the Parking Garage. The Town will retain all responsibility for construction of the Parking Garage, which is to be completed concurrent with the August 2008 opening of the new middle school component of the School. Due to the critical requirement for this off-site parking to be available for School use, provisions have been made for the District to seek alternate locations for its parking needs in the event the Town is unable to complete the facility by the appointed date, or cancels or modifies the Parking Garage project in a way that renders its use no longer viable for the District. Alternate locations could include interim use of other Town-owned surface parking lots in the vicinity of the School, or construction of a permanent parking lot on the School playfield. District use of the Parking Garage will be facilitated through a long-term lease agreement (Lease Agreement) with the Town.

Additional Information

Available Board funds for the K-8 conversion project total approximately \$13,000,000. The project includes several alternates consisting of an eight-foot wide asphalt or concrete Circular Walkway, a Music/Band Classroom, a Dining/Multi-Purpose Building and Serving Area, and Estate Fencing along the northern perimeter of the School site, some or all of which may be constructed if the funding currently available allows for such.

Proposed Joint Use Agreement

It is recommended that the proposed Joint Use Agreement be authorized under, substantially, the following terms and conditions:

- A 30-year term for use of the joint use facilities, including the proposed Parking Garage, which shall renew automatically for successive 10-year terms, unless either party provides written notice to the other a minimum of two years prior to any such renewal period; ADDED
- Facilities to be jointly used shall consist of the School playfield, a portion of the first floor K-8 expansion area (including one Computer Lab, one Foreign Language Lab, two interconnected P.E. Classrooms, one Art Classroom and covered patio, a covered exterior terrace and one Science Classroom), the Music/Band Classroom and/or Dining/Multi-Purpose Building and Serving Area (if constructed), and the Parking Garage. The Town, at its expense, will utilize School staff to open/close the classroom areas; ADDED
- The Town, at its sole discretion, shall have the option of contracting with not-for-profit parties to use the playfield area and joint use classrooms to provide Town-sponsored recreational services and programs to the general public during non-School hours. In that event, the Town shall be responsible during such use for all maintenance, clean-up, risk management, supervision and other terms and conditions set forth in this Joint Use Agreement, the same as if the Town, itself, were utilizing the facilities. The Town shall require such entities or groups to provide liability insurance, insuring both the Town and the Board, in accordance with the rules and regulations established from time to time by both the Town and the Board for use of their facilities. The Town shall obtain a certificate of insurance evidencing same and shall provide a copy thereof to the Board;
- The District will be responsible for all routine maintenance and utility costs associated with the playfield, and the parties will share utility costs

proportionately for the joint use classroom facilities. In addition, the Town will be responsible for any extraordinary costs, beyond those that would normally be associated with the School, which result from use of the facilities by the Town;

- During construction of the work, the Town shall appoint a staff member to act as liaison with the District and its contractor, attend all on-site construction meetings, and work with all parties to address ongoing issues impacting the School, Town and surrounding neighborhood;
- The Town and Board shall each provide the necessary Public Liability and Property Insurance, and shall indemnify and hold each other harmless, subject to the limitations of Florida Statute;
- A Joint Use Committee will be established, made up of the School principal, or his/her designee, and the Town Manager, or his/her designee, with responsibility for establishing, monitoring, and modifying the joint uses of the joint use properties, in conformance with the Joint Use Agreement;
- During the term of the Joint Use Agreement, the total student enrollment at the School may not exceed 1200 student stations, and no portable classrooms may be placed on site, other than in an emergency;
- The District will initially lease 130 parking spaces in the Parking Garage, at a preferred customer rate of \$60/space/month (\$93,600 annually). These spaces will serve all staff, teacher and part-time staff requirements, and provide ample visitor parking facilities. The balance of the Parking Garage will be available as needed, at the then current retail rate. The lease payment rate will be adjusted by the Consumer Price Index, no more frequently than once a year, provided the rate of increase does not exceed the rate of increase applied to other preferred customers. Further, at no time shall the lease rate charged to the Board for its spaces in the Parking Garage exceed the rate charged to preferred customers or retail customers;
- In the event of Damage or Destruction to some or all of the joint use properties, the Board shall be responsible to repair the School playfield and classrooms, and the Town shall repair the Parking Garage. In the event the Parking Garage is unusable to the School, the rental amount shall be reduced proportionately; and
- For purposes of this Joint Use Agreement, the Superintendent of Schools shall be the party designated by the Board to grant or deny all approvals required by this agreement, and to terminate the Joint Use Agreement in the event the Town is unable to complete the Parking Garage by the appointed date, or cancels or modifies the Parking Garage project in a way that renders its use no longer viable for the District.

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Proposed Lease Agreement

It is recommended that the Superintendent be authorized to negotiate and finalize a Lease Agreement for School use of the Parking Garage, substantially in conformance with the terms and conditions of the Joint Use Agreement, including:

- The Term will run concurrent with the Joint Use Agreement;
- The District will initially lease 130 parking spaces in the Parking Garage, at a preferred customer rate of \$60/space/month (\$93,600 annually) during the first year of use;
- The lease payment rate will be adjusted by the Consumer Price Index, no more frequently than once a year, provided the rate of increase does not exceed the rate of increase applied to other preferred customers. Further, at no time shall

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the lease rate charged to the Board for its spaces in the Parking Garage exceed the rate charged to preferred customers or retail customers;

- The District may increase the number of parking spaces to be used by the School at any time, with the approval of the Town. During the first 15 years of the term of the Lease Agreement, the District may reduce the number of parking spaces to be used by the School by up to 10, after first demonstrating that the remaining spaces will continue to provide sufficient parking for the School. After the first 15 years of the term of the Lease Agreement, the District may reduce the number of parking spaces to be used by the School by any amount, subject to the rental rate converting from a preferred customer rate to the then current retail rate, if the total number of spaces leased falls to 75 or less;
- The Town will be responsible for all utilities and maintenance of the Parking Garage;
- In the event of damage or destruction to some or all of the Parking Garage, the Town will be responsible to make all repairs, and the District's rental payments shall be reduced proportionately during the period that the Parking Garage is unavailable for School use; and
- For purposes of this Lease Agreement, the Superintendent of Schools shall be the party designated by the Board to grant or deny all approvals required by this agreement, and to terminate the Lease Agreement in the event the Town is unable to complete the Parking Garage by the appointed date, or cancels or modifies the Parking Garage project in a way that renders its use no longer viable for the District.

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The Town Council approved entering into the Joint Use Agreement and Lease Agreement at their regularly scheduled meeting of March 12, 2007.

The Regional Superintendent for Regional Center II and school principal concur with the proposed Joint Use Agreement and Lease Agreement, as does the Office of School Facilities. The Joint Use Agreement and Lease Agreement will be reviewed by the School Board Attorney's Office and Office of Risk and Benefits Management prior to execution.

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

- 1) authorize the Superintendent to finalize negotiations and execute a Joint Use Agreement with the Town of Bay Harbor Islands, under substantially the terms and conditions noted above, in connection with the conversion by the Board of Ruth K. Broad/Bay Harbor Elementary School, located at 1155 93 Street, Bay Harbor Islands, to a K-8 school, and development by the Town of adjacent Town-owned land for off-street parking; and
- 2) authorize the Superintendent to finalize negotiations and execute a Lease Agreement with the Town for the long-term use of 130 parking spaces in the adjacent Town-owned parking garage, with first year rental costs not to exceed \$93,600, and under substantially the terms and conditions noted above.

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