

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

**SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE A JOINT USE AGREEMENT WITH THE CITY OF SUNNY ISLES BEACH TO FACILITATE JOINT USE OF SCHOOL AND CITY RECREATIONAL AMENITIES ASSOCIATED WITH THE CONSTRUCTION OF STATE SCHOOL "BB-1", A PLANNED K-8 CENTER TO RELIEVE VIRGINIA A. BOONE/HIGHLAND OAKS AND RUTH K. BROAD/BAY HARBOR ELEMENTARY SCHOOLS AND HIGHLAND OAKS MIDDLE SCHOOL**

**COMMITTEE: FACILITIES AND CONSTRUCTION REFORM**

**LINK TO  
STRATEGIC PLAN: IMPROVE CONSTRUCTION SERVICES**

Background

As directed by the Board at its March 17, 2004 meeting, the District subsequently entered into an Interlocal Agreement with the City of Sunny Isles Beach (City) for the future construction by the District of a K-8 facility (State School "BB-1") on approximately 2.1-acres of land situated within the City, at NE 182 Drive and Atlantic Boulevard (see Parcels "A" and "B" on the location map). An adjacent 2-acre public park owned by the City was also to be utilized for school recreational purposes under a proposed park/school agreement between the City and the Board, allowing more of the 2.1-acre site to be used for actual school construction (see Parcel "C" on the location map). The public right-of-way running between the school site and the park was subsequently closed and vacated by the City, to create a unified parcel (see location map).

The City is actively developing the park site (Park), at its expense, with completion scheduled for late 2007. Construction of the school (School) and adjoining multi-story parking garage (Parking Facilities) is underway, with school opening slated for August 2008.

Proposed Joint Use Agreement

The proposed Joint Use Agreement provides for the City and School to share use of various Park, School and Parking Facilities (Joint Use Facilities) under, substantially, the following terms and conditions:

- A 40-year term, which shall renew automatically for successive 10-year periods, unless the School Board or the City are dissolved, abolished, or otherwise cease to exist, in which event the successor governmental entities will be bound by this agreement;

- Annual user fee of \$1, payable by each party to the other;
- A Joint Use Committee will be established, made up of the School principal, or his/her designee, and the City Manager, or his/her designee, with responsibility for establishing, monitoring, and modifying the joint uses of the Joint Use Facilities, including establishing a proportional sharing of utility or other recurring costs between the parties from time to time, in conformance with the Joint Use Agreement;
- Park facilities will be available to the School during normal School hours, and consist of the Gymnasium, Playground, Baseball Field and Recreation Area;
- School facilities will be available to the City during non-School hours, and consist of the cafeteria, first floor covered physical education area, intermediate play area and male/female locker rooms. The City, at its expense, will utilize School staff to open/close the areas;
- The Parking Facilities will be available to the City during non-School hours only;
- The Joint Use Committee shall meet on an annual basis prior to the start of each school year, or as soon thereafter as possible, to establish a schedule of proposed use by each party of the Joint Use Facilities;
- The District shall be responsible for all routine maintenance, repair and utility costs associated with the School and Parking Facilities;
- The City shall be responsible for all routine maintenance, repair and utility costs associated with the Park, and the District shall reimburse the City for the District's proportionate share of all such costs;
- Each party shall be responsible for any extraordinary maintenance, repair or utility costs, beyond those that would normally be associated with the operation of the Park, School and/or Parking Facilities, which result from the use of the facilities by the other party;
- Each party shall reimburse the other for actual out-of-pocket expenses incurred during use of the other party's facilities (bathroom consumables, overtime custodial staff, etc.);
- The City shall have the option of contracting with not-for-profit parties to use the Joint Use Facilities during the City's period of use, for City-sponsored recreational services and programs. In that event, the City shall be responsible for all maintenance, clean-up, risk management, supervision and other terms and conditions set forth in the Joint Use Agreement, the same as if the City, itself, were utilizing the facilities. The City shall require such entities or groups to provide liability insurance, insuring both the City and the Board, in accordance with the rules and regulations established from time to time by both the City and the Board for use of their facilities, and shall provide evidence of same to the District;
- The City 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 Statutes;
- Each party shall be responsible for proper supervision of the Joint Use Facilities during their periods of use;
- In the event of Damage or Destruction to some or all of the Joint Use Facilities, the Board shall be responsible to repair the School and Parking Facilities and the City shall repair the Park facilities;
- In the event of Default by one party, which default is not cured, the non-Defaulting party shall have the right to seek all remedies available at law or in equity; and

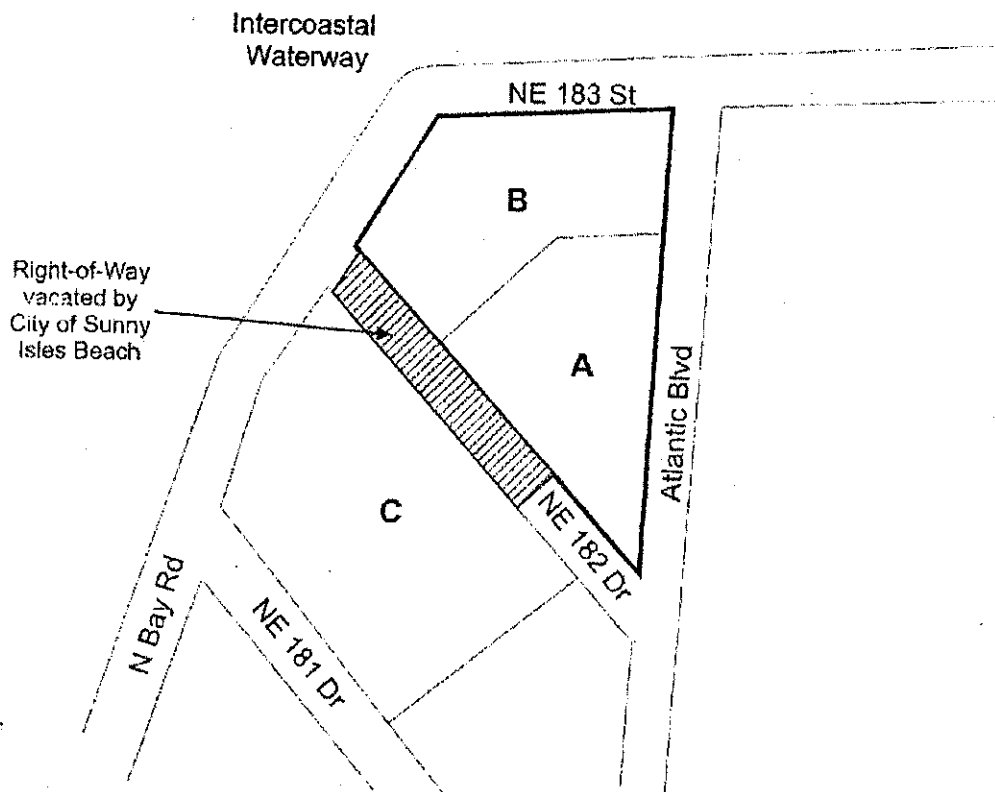
- For purposes of this Joint Use Agreement, the Superintendent of Schools shall be the party designated by the Board to grant or deny all approvals required by this agreement.

The Regional Superintendent for Regional Center II concurs with the proposed Joint Use Agreement, as does the Office of School Facilities. The Joint Use 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, authorize the Superintendent to finalize negotiations and execute a Joint Use Agreement with the City of Sunny Isles Beach, under substantially the terms and conditions noted above, to facilitate joint use of City and School recreational amenities associated with the construction of State School "BB-1", a planned K-8 center to relieve Virginia A. Boone/Highland Oaks, Ruth K. Broad/Bay Harbor Elementary Schools and Highland Oaks Middle School.

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# LOCATION MAP



LEGEND	
PARCEL A:	68-UNIT APT BUILDING (1.2 ACRES)
PARCEL B:	VACANT LAND (.89 ACRES)
PARCEL C:	FUTURE CITY PARK (2 ACRES)

