

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

**SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO:**

- 1) EXECUTE A TEMPORARY ACCESS AGREEMENT WITH MIAMI-DADE COUNTY TO ALLOW TEMPORARY USE BY THE DISTRICT OF PORTIONS OF THE COUNTY-OWNED KENDALL INDIAN HAMMOCKS PARK, LOCATED AT 11395 SW 79 STREET, MIAMI, TO CONDUCT CONSTRUCTION RELATED ACTIVITIES ASSOCIATED WITH THE CONSTRUCTION OF STATE SCHOOL YYY-1 (RELIEF FOR MIAMI PALMETTO, MIAMI KILLIAN AND MIAMI SUNSET SENIOR HIGH SCHOOLS), LOCATED AT SW 80 STREET AND THEORETICAL SW 110 AVENUE, MIAMI; AND
- 2) FINALIZE NEGOTIATIONS AND EXECUTE A JOINT USE AGREEMENT WITH THE COUNTY FOR USE BY THE DISTRICT OF PORTIONS OF KENDALL INDIAN HAMMOCKS PARK, AND BY THE COUNTY OF CERTAIN BOARD-OWNED RECREATIONAL AREAS AND FACILITIES ASSOCIATED WITH THE CONSTRUCTION OF STATE SCHOOL "YYY-1", AND CANCEL THE EXISTING AGREEMENT BETWEEN THE SCHOOL BOARD AND MIAMI-DADE COUNTY, EFFECTIVE WITH THE COMMENCEMENT DATE OF THE PROPOSED JOINT USE AGREEMENT; AND
- 3) FINALIZE NEGOTIATIONS AND EXECUTE ANY OTHER AGREEMENTS OR DOCUMENTS NECESSARY TO EFFECTUATE THE ABOVE

**COMMITTEE: FACILITIES AND CONSTRUCTION REFORM**

**LINK TO**

**STRATEGIC PLAN: IMPROVE CONSTRUCTION SERVICES**

Background

Since May 2001, the School Board has leased to Miami-Dade County (County), a recreational area consisting of soccer fields, softball fields, concession and restroom

facilities, parking, lighting and fencing, located at 11035 SW 84 Street, for recreational purposes (a total of approximately 19 acres), in conjunction with the adjacent County-owned Kendall Indian Hammocks Park (Park) (see Exhibit "A"); the Board owns a total of approximately 29 acres (Site) at this location, including the portion leased to the County. Under the terms of the existing lease agreement between the parties (Lease Agreement), the District has use of such facilities during regular school hours on regular school days, and the County has use at all other times.

#### State School "YYY-1"

The District is in the process of constructing State School "YYY-1" (School) on a portion of the Site (see Exhibits "A" and "B"). During construction of the School, the County has agreed to allow the District's contractor to use a portion of the Park property as a temporary means of ingress/egress for all construction related vehicles and equipment (Construction Access Area). At the completion of construction, the District will use a portion of the Construction Access Area as a permanent means of ingress for School buses, service vehicles, the faculty/staff parking lot and the student parking lot (Park Road). Additionally, a number of the improvements to be constructed by the District for the new School, including the student parking lot and faculty/staff parking lot, will be built in whole or in part on the adjacent Park property. The County has agreed to facilitate construction and use of the Construction Access Area, as well as construction of the faculty/staff parking lot, the student parking lot and the baseball field through the execution of a temporary Access Agreement (Access Agreement). Additionally, the District and County have agreed to enter into a new Joint Use Agreement (Agreement) to address all other construction and operational issues impacting both the School and the Park. The proposed Agreement will allow the District to construct and use certain improvements on the Park property, including the Park Road as previously noted, and provide for joint use of various recreational and other amenities by the County and District on the Park and School sites (as defined below). The existing Lease Agreement will be canceled concurrent with the commencement date of the proposed Agreement.

#### Proposed Access Agreement

The proposed Access Agreement will include, substantially, the following terms and conditions:

- the Access Agreement will terminate effective with the completion of construction of State School "YYY-1", or commencement of the proposed Joint Use Agreement, whichever is sooner;
- the District will be responsible for securing the work site;
- work will consist largely of constructing the Park Road, student parking lot, faculty/staff parking lot and the baseball field (see Exhibit "A"). The District will have use of and access to such areas throughout the term of the Access Agreement, for the purpose of constructing the aforementioned improvements. In addition, the District will have use of the Park Road/Construction Access Area as a means of ingress/egress to the School property during construction of State School "YYY-1";

- the District will assure continued access to the Park by Park patrons during construction;
- during those times that work is taking place within the Park, the Board shall indemnify and hold harmless the County, to the extent and within the limitations of Florida Statute;
- the District's contractor will provide the same indemnification to the County as required by the Board, and will list the County as additional insured on its liability insurance; and
- all plans and work will be reviewed, permitted and inspected by the District.

#### Proposed Joint Use Agreement

The proposed Agreement will include, substantially, the following terms and conditions:

- a 40-year term, with two five-year option periods, at the mutual agreement of the Parties;
- the Agreement may only be cancelled if one Party defaults and fails to cure. However, in the event of such cancellation by the County, the County will grant the District continued use of the Park Road, faculty/staff parking lot and student parking lot, subject to approval by the County Attorney's Office and compliance with Article 7 of the Home Rule Charter of Miami Dade County. In the event of such cancellation by the District, the District will grant the County continued use of the soccer fields, softball fields and restroom/storage/concession building;
- each Party shall pay an annual rent of \$1 to the other;
- the recreational and other facilities to be jointly used by the Parties are as depicted on Exhibit "B" attached hereto, and shall consist, substantially, of the following: softball and baseball fields (including restroom facilities) and adjacent parking lot; soccer fields; hard courts; open playfield area; student parking lot; faculty/staff parking lot; and School gymnasium (Demised Area);
- except as otherwise provided, the District will have use of the Demised Area during School hours, and the County will have use of the Demised Area after School hours and weekends. Portions of the soccer fields may be closed from time to time during each party's period of use to reduce the impact on the turf. The exact areas of use and period of use shall be as established by the School Administrator and Park Supervisor from time to time;
- both Parties will be responsible for removal of trash and litter from the Park or School generated during their respective period of use. In addition, the District shall retain responsibility for ongoing routine maintenance of the baseball field, faculty/staff parking lot, student parking lot, Park Road, hard courts and School gymnasium, and the Park shall retain responsibility for ongoing routine

maintenance of the soccer fields, softball fields, public parking facilities and walking facilities, restroom/storage/concession building and open playfield areas;

- each party shall be responsible for all utilities consumed within the Demised Area during their period of use;
- the District will have temporary use of the Construction Access Area during School construction as a means of ingress/egress for all construction related vehicles and equipment, and permanent use of the Park Road commencing with the opening of the School, as a means of ingress for buses, service vehicles, the faculty/staff parking lot and the student parking lot;
- the District will construct on Park property, in whole or in part: a baseball field on the west side of the School, a student parking lot east of the School to be used by the School during School hours and by the Park after School hours and weekends, and a faculty/staff parking lot on the east side of the School to be used by the School during School hours and by the Park after School hours and weekends;
- the District will retain exclusive use of the baseball field, including bleachers and dugouts, during School hours, as well as after School hours and weekends when needed for practices and home games. The County will have use at other times as mutually agreed to by the parties;
- the District will have exclusive use of the School gymnasium during School hours, as well as after School hours and weekends when needed for practices and home games. The County will have use at other times as mutually agreed to by the parties;
- the School Administrator and Park Supervisor shall meet prior to the start of each school year, or as soon thereafter as possible, to establish a mutually agreeable and reasonable schedule for use of the Demised Area by each party. Given the extensive amount of evening and weekend use of the soccer facilities and softball fields by local youth leagues and other not-for-profit sports organizations, the existing agreements between the County and these organizations to provide recreational facilities, coupled with the needs of the new high school to provide the necessary recreational and educational requirements for its ongoing programs, approval of each party's request for such use shall not be unreasonably withheld. Such schedule of use may be modified from time to time throughout the school year by mutual agreement of the School Administrator and Park Supervisor;
- should either party desire use of the Demised Area during a time other than its regular period of use, it will request said use through either the School Administrator or Park Supervisor, as applicable. Approval of said requests shall not be unreasonably withheld, provided such use does not conflict with the other Party's operations or previous obligations;

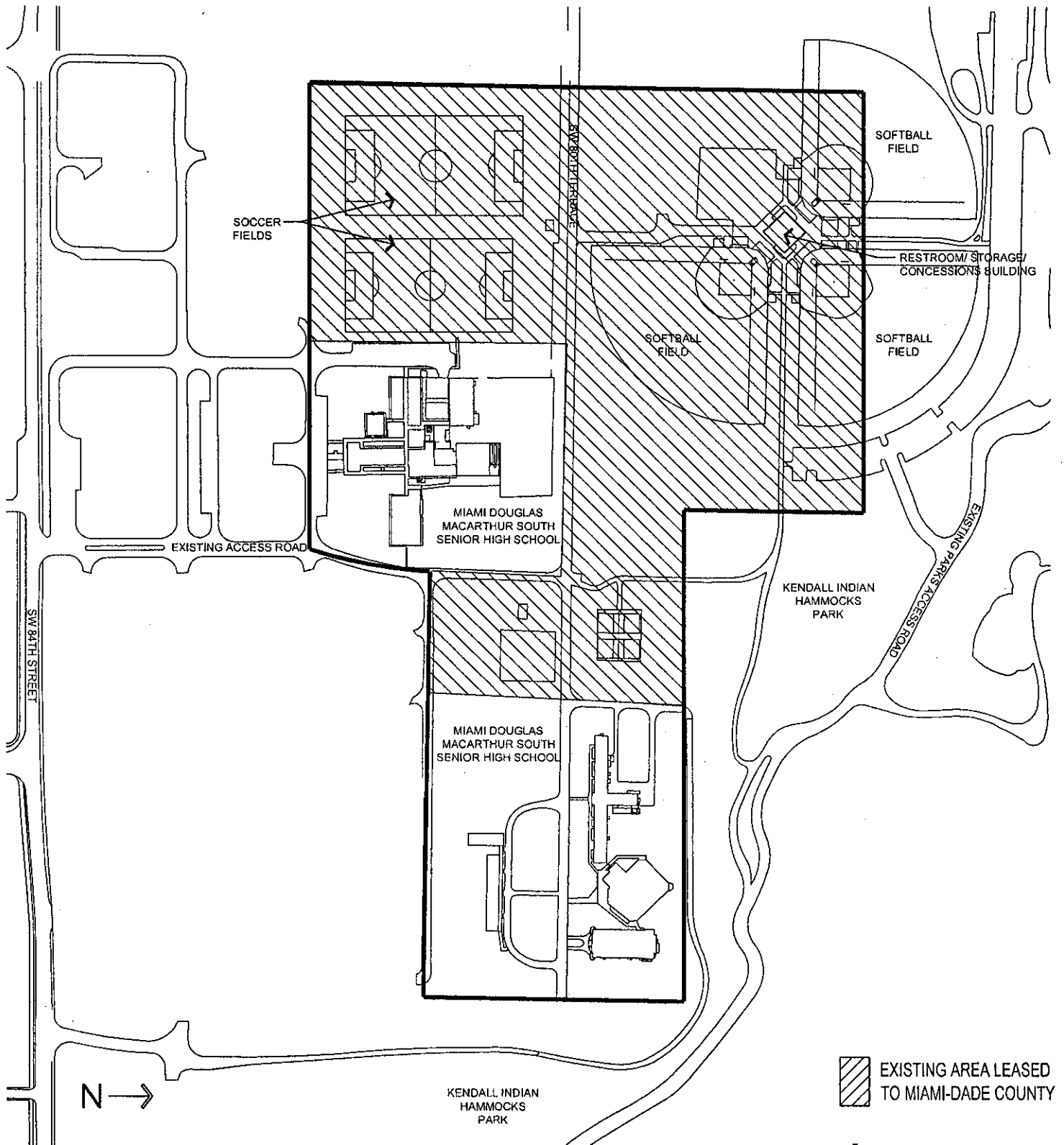
- as part of the construction of the new School, the County allowed the District to install a water main line across a portion of the Park property, and will provide the Miami-Dade Water and Sewer Authority (WASA) with an appropriate maintenance easement. Conversely, the District has allowed the County to install a water main line extension across a portion of the School property to provide water services for the Park, and a request to provide WASA with a maintenance easement will be brought to the School Board at a future meeting;
- the parties shall each indemnify and hold harmless the other, to the extent of the limitations included within Florida Statutes;
- the District and County shall comply with all federal, state and local laws, ordinances, statutes, regulatory and code requirements; and
- for purposes of this Agreement, the Superintendent of Schools shall be the party designated by the Board to grant or deny all approvals required by this Agreement, or to cancel or terminate this Agreement.


The Regional Center V Superintendent and the Office of School Facilities recommend entering into the proposed Agreement. The Office of Capital Improvement Projects recommends entering into the Access Agreement. The Access Agreement and Agreement will be reviewed by the School Board Attorney's Office and the Office of Risk and Benefits Management prior to its execution.

**RECOMMENDED:** That The School Board of Miami-Dade County, Florida, authorize the Superintendent to:

- 1) execute a Temporary Access Agreement with Miami-Dade County to allow temporary use by the District of portions of the County-owned Kendall Indian Hammocks Park, located at 11395 SW 79 Street, Miami, to conduct construction related activities associated with the construction of State School YYY-1 (relief for Miami Palmetto, Miami Killian and Miami Sunset Senior High Schools), located at SW 80 Street and theoretical SW 110 Avenue, Miami; and
- 2) finalize negotiations and execute a joint use agreement with the County for use by the District of portions of Kendall Indian Hammocks Park, and by the County of certain Board-owned recreational areas and facilities associated with the construction of State School "YYY-1", and cancel the existing agreement between the School Board and Miami-Dade County, effective with the commencement date of the proposed joint use agreement; and
- 3) finalize negotiations and execute any other agreements or documents necessary to effectuate the above.

EXHIBIT "A"



 EXISTING AREA LEASED TO MIAMI-DADE COUNTY

 SCHOOL BOARD PROPERTY

# EXHIBIT "B"

