

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

**SUBJECT: THAT THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AUTHORIZE THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE:**

- 1) AN AMENDMENT TO THE JOINT OPERATING AGREEMENT WITH THE BLACK ARCHIVES HISTORY AND RESEARCH FOUNDATION OF SOUTH FLORIDA, INC. ("BLACK ARCHIVES"), FOR USE OF THE BOARD-OWNED CHAPMAN HOUSE, TO PROVIDE FOR NON-EXCLUSIVE USE AND OCCUPANCY OF THE FACILITY; AND**
- 2) A TEMPORARY USE AGREEMENT WITH THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("CRA"), TO ALLOW THE CRA TO UTILIZE THE CHAPMAN HOUSE, AS A CO-OCCUPANT WITH THE BLACK ARCHIVES; AND**
- 3) ANY OTHER DOCUMENTATION THAT MAY BE REQUIRED TO EFFECTUATE IMPLEMENTATION OF THE AGREEMENTS**

**COMMITTEE: FACILITIES PLANNING AND CONSTRUCTION**

**LINK TO**

**STRATEGIC PLAN: FINANCIAL EFFICIENCY/STABILITY**

Background

The Southeast Overtown/Park West Community Redevelopment Agency ("CRA"), has approached the District with a request to enter into a Temporary Use Agreement to utilize the Board-owned Chapman House as the Headquarter Office of the Miami Film Life Center ("Center"). This endeavor is intended to create and foster film related business, economic and employment opportunities within the community, facilitate a job training and mentoring program impacting District students, primarily those attending Booker T. Washington Senior High School ("School"), and to develop and implement, in tandem with, and as approved by, District School Operations, allied TV Production and other educational programs that could potentially be integrated into the School's curriculum.

The CRA, at its meeting of September 24, 2012, authorized a grant, in an amount not to exceed \$200,000, to the University of Miami ("UM") to conduct job training in

furtherance of the CRA's goals, and UM recently conducted film-related job training in connection with an on-going movie production in the community, involving twenty (20) youths from the greater Overtown area. The CRA anticipates further affiliating agreements with UM, and is pursuing similar agreements with the annual American Black Film Festival, Miami-Dade College, South Florida Workforce, Greater Miami Convention and Visitors Bureau and other entities not yet determined.

At its same meeting of September 24, 2012, the CRA also authorized entering into an agreement with the School Board to utilize the Chapman House as the Headquarter Office for the Center, and to contribute an amount not to exceed \$33,000 towards the cost of improvements and repairs to the facility. As part of such an agreement, it is anticipated that the District will make repairs totaling approximately \$65,000, inclusive of the contribution from the CRA, consisting primarily of painting, installing a new awning, gate/sidewalk repair, new restroom fixtures on the second floor, repairs to security/camera systems, and coating/stripping of the parking area.

The CRA proposes to co-occupy the Chapman House, on a temporary basis, with the Black Archives History and Research Foundation of South Florida, Inc. ("Black Archives"). The Black Archives has been operating in the Chapman House since 1992, under a Joint Operating Agreement with the School Board. The Joint Operating Agreement provides for the Black Archives to utilize the Chapman House to furnish consulting and resource services to support offerings by the District designed to further instructional, community educational and cultural programs reflective of the multicultural environment of Miami-Dade County, and to develop programs in cooperation with the District to serve students District-wide in a multicultural education network.

The Black Archives has expressed its enthusiastic support for this collaborative initiative. To facilitate co-occupancy and use of the Chapman House by both entities, the Joint Operating Agreement will be amended to, among other things, provide for non-exclusive use and occupancy of the facility by all parties.

#### Amendment to Joint Operating Agreement

The amendment to the Joint Operating Agreement will include, substantially, the following terms and conditions:

- the Black Archives shall reaffirm its agreement for the temporary use of the Chapman House by the CRA;
- an Exhibit "A" to the Joint Operating Agreement shall be created to establish a period of use of the facility for the Black Archives, District and CRA, with a provision authorizing the Superintendent of Schools or his designee to modify same in the future for any party utilizing the facility;
- Black Archives shall comply with all applicable laws, rules, regulations, ordinances and codes of all governmental authorities, including, without limitation, the Americans with Disabilities Act and the Jessica Lunsford Act, as all may be further amended from time to time and to the extent required by

applicable law;

- if a conflict should exist in any of the terms and conditions of the Joint Operating Agreement, as it may be amended, the Black Archives agrees that the provisions of Board Policy and Florida Law shall govern;
- in the event of any litigation between the parties under the Joint Operating Agreement, each party shall be responsible for its own attorney's fees and court costs through trials and appellate levels. The Joint Operating Agreement shall be construed and enforced according to the laws of the State of Florida and the venue for any disputes shall be Miami-Dade County, Florida;
- The Joint Operating Agreement is and shall be subject and subordinate to any conveyance and ground or underlying leases and the rights of the Board under those leases and to all financing that may now or hereafter affect the leases or the facility, and to all renewals, modifications, consolidations, replacements and extensions thereof; and
- for purposes of this Joint Operating Agreement, the Superintendent of Schools shall be the party designated by the Board to grant or deny all modifications and approvals required by the agreement, including modifying the period of use of the facility by all parties, or to cancel and/or terminate the Joint Operating Agreement.

All other terms and conditions of the current Joint Operating Agreement shall remain unchanged, including:

- the District shall review and approve programs, proposals, displays, exhibitions and publications to ensure compliance with District programs and policies;
- the Black Archives shall be responsible for custodial and utility costs resulting from its use of the facility; and
- the Joint Operating Agreement shall continue as long as it is mutually beneficial to each party, with each party having the right to cancel the agreement by giving the other party ninety (90) days prior written notice.

#### Temporary Use Agreement

The proposed Temporary Use Agreement will allow the CRA to utilize the Chapman House, on a temporary basis, under, substantially, the following terms and conditions:

- one year base term, with two one-year renewal periods, at the mutual option of the parties, and upon the CRA providing the District with a minimum of ninety (90) days advance notice;

- the CRA shall have use of Chapman House, on a non-exclusive basis, solely for the purpose of conducting activities directly related to creating and fostering film related business, economic and employment opportunities within the community, facilitating a job training and mentoring program impacting District students, primarily those attending the School, and to develop and implement, in tandem with, and as approved by, District School Operations, allied TV Production and other educational programs that could potentially be integrated into the School's curriculum;
- in addition to its use of Chapman House, the CRA may have access to certain portions of the School, in compliance with Board Policy and restrictions, if any, which access shall be previously authorized by and coordinated with the School principal, and with the CRA to retain responsibility for all related expenses;
- the CRA, as a part of Center operations, may allow support partner entities such as the City of Miami, UM, the annual American Black Film Festival, Miami-Dade College, South Florida Workforce, Greater Miami Convention and Visitors Bureau, to have limited access and use of Chapman House for those activities directly related to film industry initiatives. At no time will Chapman House be occupied or utilized by any for-profit entities, or in any way contrary to Board Policy;
- the CRA shall contribute an amount not to exceed \$33,000 towards the cost of improvements and repairs to the Chapman House facility, with the District to make repairs totaling approximately \$65,000 (inclusive of the CRA funds);
- the CRA shall hold harmless and indemnify the School Board, subject to the limitations of Florida Statutes;
- either party may cancel the Temporary Use Agreement at any time with sixty (60) days advance written notice;
- the Temporary Use Agreement shall be subordinate to the Joint Operating Agreement between the Black Archives and the Board; and
- for purposes of this Temporary Use Agreement, the Superintendent of Schools shall be the party designated by the Board to grant or deny all modifications and approvals required by the Temporary Use Agreement, including modifying the CRA's period of use of the facility, extending the term for two one-year renewal periods, if so requested in writing by the CRA, or to cancel and/or terminate the Temporary Use Agreement.

The amendment to the Joint Operating Agreement, Temporary Use Agreement and any other documentation that may be required to effectuate implementation of the agreements will be reviewed by the School Board Attorney's Office and the Office of Risk and Benefits Management prior to execution. The School Principal and Chief

Academic Officer, Office of Academics and Transformation, concur with the proposed amendment to the Joint Operating Agreement and Temporary Use Agreement.

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

- 1) an amendment to the Joint Operating Agreement with the Black Archives History and Research Foundation of South Florida, Inc. ("Black Archives"), for use of the Board-owned Chapman House, to provide for non-exclusive use and occupancy of the facility, and under, substantially, the additional terms and conditions noted above; and
- 2) a Temporary Use Agreement with the Southeast Overtown/Park West Community Redevelopment Agency ("CRA"), to allow the CRA to utilize the Chapman House, as a co-occupant with the Black Archives, and under, substantially, the additional terms and conditions noted above; and
- 3) any other documentation that may be required to effectuate implementation of the Agreements.