

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

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

- 1) FINALIZE NEGOTIATIONS AND EXECUTE AN INTERLOCAL AGREEMENT ("ILA") BETWEEN THE SCHOOL BOARD AND THE CITY OF NORTH MIAMI ("CITY") FOR THE DESIGN, CONSTRUCTION AND JOINT FUNDING OF RECREATIONAL FACILITIES TO BE CONSTRUCTED BY THE CITY ON BOARD-OWNED LAND; AND**
- 2) EXECUTE ANY OTHER DOCUMENTS THAT MAY BE REQUIRED TO FACILITATE CONSTRUCTION OF THE RECREATIONAL IMPROVEMENTS, INCLUDING AN ESCROW AGREEMENT; AND**
- 3) GRANT OR DENY ALL APPROVALS REQUIRED UNDER THE ILA, INCLUDING MODIFYING THE EXHIBITS UNDER THE ILA, FINALIZING PROJECT SCOPE AND TIMELINE, CANCELLING OR TERMINATING THE ILA, AND PLACING THE CITY IN DEFAULT, AS MAY BE APPLICABLE**

**COMMITTEE:                    FACILITIES AND CONSTRUCTION**

**LINK TO STRATEGIC  
BLUEPRINT:                    EFFECTIVE AND SUSTAINABLE BUSINESS PRACTICES**

The City of North Miami ("City") and the Board (collectively, the "Parties"), entered into an Amended and Restated Interlocal Agreement on October 25, 2006, that provided for the replacement of North Miami Senior High School, and the development and construction of new educational and recreational facilities within the City ("Amended and Restated ILA"). In compliance with the provisions of the Amended and Restated ILA, the Board constructed a replacement North Miami Senior High School at an alternate location on land owned by the Board and City, and demolished the old high school facility. In further compliance with the Amended and Restated ILA, the land adjacent to Arch Creek Elementary School and North Miami Middle School is to be developed as open space and recreation for joint use by the Board and by the City under a Joint Use

Agreement ("JUA"). Funding in the amount of \$3,500,000 was previously approved by the Board to be used towards that purpose.

Subsequent to entering into the Amended and Restated ILA, the City expressed a desire to augment the type of recreational facilities to be constructed and has agreed to provide funding to bridge the gap between the \$3,500,000 available from the District, and the \$10,500,000 estimated total cost of the work. Based on that premise, District and City staff have formulated the terms and conditions of an Interlocal Agreement For Design, Construction and Joint Funding of Recreational Facilities ("ILA") to facilitate construction of the proposed recreational improvements. As part of the proposed ILA, the City will assume responsibility for the design and construction of the work, and the District's funds will be made available to the City for progress payments as set forth in an Escrow Agreement to be prepared by the School Board Attorney's Office. The City's funds will likewise be deposited into escrow.

#### Proposed Interlocal Agreement

The Chief Facilities Officer, Office of School Facilities, and Deputy Superintendent/Chief Operating Officer, School Operations recommend entering into the proposed ILA. Accordingly, it is recommended that the Board authorize the Superintendent to finalize negotiations and execute the proposed ILA with the City, under, substantially, the following terms and conditions:

- the original provisions of the Amended and Restated ILA dealing with the District's responsibility to design and construct recreational facilities on the vacant parcel, will be modified to comport with the terms, conditions and responsibilities set forth in the ILA, and as described above;
- the project scope shall include, substantially, installation of artificial turf playfields immediately east of Arch Creek Elementary School and North Miami Middle School, construction of handball, tennis and racquetball courts, construction of a playground with shade cover, construction of an Olympic size pool and splash pool, construction of park shelters, construction of a recreation building, and construction of approximately 80 parking spaces (the "Project");
- of the estimated total Project cost of \$10,500,000, the District will fund a not-to-exceed amount of \$3,500,000, with the City responsible for the balance of the Project costs. The City alone shall be responsible for any cost overruns;
- the City shall be responsible for the design, construction and successful completion of the Project, including selection of the architect, contractor and other professional consultants. The District will review construction and permit documents at various stages to assure compliance with Project scope and other provisions of the ILA;

- the Parties shall execute a separate Escrow Agreement, establishing an Escrow Account for processing disbursements of the Board's and City's funds. Once established, the District will deposit its contribution of \$3,500,000, and the City will deposit \$7,000,000 into the Escrow Account (the "Escrow Funds"). In the event excess funds are available upon close-out and completion of the Project, said funds shall be shared by the Parties, with the Board to receive 33% of same;
- the City shall cause any contractor doing the work to be prequalified in accordance with District criteria, and to indemnify the Board from all liability, damages and claims of any nature;
- upon completion of the work and proper close-out of the Project, all permanent improvements or facilities installed or constructed by the City pursuant to the ILA shall become the property of the City for the term specified in a JUA. Title to and ownership of all such improvements shall automatically vest in the Board at the termination, cancellation or expiration of the JUA;
- other than as specified elsewhere in the ILA, the ILA shall terminate upon the latest of the following events to occur: 1) commencement of the JUA; 2) completion of the Project; or 3) full disbursement of the Escrow Funds from the Escrow Account and reconciliation of the Escrow Agreement;
- in the event of an uncured default by either Party, the non-defaulting Party shall be entitled to all remedies available at law or in equity which may include, but not limited to, the right to damages and/or specific performance;
- in the event that the validity of the ILA is challenged by a third party or parties, the Board and City will cooperate with each other in defense of the ILA, with each Party to bear its own attorney's fees and costs associated with such defense;
- the Parties waive trial by jury in any action, proceeding or counterclaim brought by either of the Parties against the other for any matter whatsoever arising out of or in any way connected with the ILA;
- the Project shall be made available for future use by both Parties under a JUA. The base term of the JUA shall be no less than twenty years, and include mutually acceptable terms and conditions including but not limited to renewals, periods of use and maintenance responsibilities. The proposed JUA shall be brought to the Board for approval prior to completion of the work;
- for purposes of the ILA, the Superintendent of Schools or his/her designee shall be the party designated by the Board to review and approve all matters related to the City's construction of the Project; and

- in addition to the above, the Superintendent of Schools shall also be the party designated by the Board to modify the exhibits under the ILA, finalize project scope and timeline, and to grant or deny any approvals required by the ILA, including cancellation and/or termination of the ILA, and placing the City in default as provided herein.

The final version of the ILA will be reviewed by the School Board Attorney's Office and the Office of Risk and Benefits Management for legal sufficiency and risk management issues, respectively, prior to execution by the Parties.

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

1. finalize negotiations and execute an Interlocal Agreement ("ILA") between the School Board and the City of North Miami ("City") for the design, construction and joint funding of recreational facilities to be constructed by the City on Board-owned land; and
2. execute any other documents that may be required to facilitate construction of the recreational improvements, including an Escrow Agreement; and
3. grant or deny all approvals required under the ILA, including modifying the exhibits under the ILA, finalizing project scope and timeline, canceling or terminating the ILA, and placing the City in default, as may be applicable.

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