

May 2, 2018

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 ACCESS AGREEMENT WITH THE CITY OF MIAMI ("CITY"), TO ALLOW THE BOARD TO ACCESS A PORTION OF THE CITY-OWNED ATHALIE RANGE PARK ("PARK"), LOCATED AT 525 N.W. 62 STREET, MIAMI, FLORIDA 33127, FOR THE PURPOSE OF DEMOLISHING AND REMOVING THE PEDESTRIAN BRIDGE CONNECTING MIAMI EDISON SENIOR HIGH SCHOOL, LOCATED AT 6101 N.W. 5 COURT, MIAMI, FLORIDA 33127, TO THE PARK; AND**
- 2) EXECUTE ANY OTHER DOCUMENTS THAT MAY BE REQUIRED TO FACILITATE TEMPORARY ACCESS TO THE PARK FOR THE DEMOLITION AND REMOVAL OF THE PEDESTRIAN BRIDGE; AND**
- 3) GRANT OR DENY ALL APPROVALS REQUIRED UNDER THE ACCESS AGREEMENT, INCLUDING RENEWING, EXTENDING, CANCELLING OR TERMINATING THE ACCESS AGREEMENT, AND PLACING THE CITY IN DEFAULT, AS MAY BE APPLICABLE**

COMMITTEE: FACILITIES AND CONSTRUCTION

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

In 1976, the Board constructed a pedestrian bridge ("Bridge") over N.W. 62 Street to connect Miami Edison Senior High School, located at 6101 N.W. 5 Court, Miami, Florida ("School") to the City of Miami-owned Athalie Range Park, located at 525 N.W. 62 Street, Miami, Florida ("Park"). The Bridge was intended to provide safe access to the Park from the School for student recreational usage, as well as after-hours access to the School by the community. The Bridge fell into disuse in recent years, and has been closed to pedestrian traffic for some time. After receiving reports of unsafe conditions related to the Bridge, the District completed a review of the structure, and determined

that given its age and physical condition, the most appropriate resolution is to demolish the structure. A portion of the Bridge is anchored within the Park, which will require temporary access to a portion of the Park to conduct the work. District staff has approached City of Miami ("City") staff, who has expressed a willingness to enter into an agreement with the Board to allow the District to access a portion of the Park, on a temporary basis, for the purpose of demolishing and removing the Bridge. Work is anticipated to be completed within two months.

Proposed Access Agreement

The Chief Facilities Officer, Office of School Facilities, recommends entering into an access agreement with the City. Accordingly, it is recommended that the Board authorize entering into an access agreement ("Access Agreement") with the City for temporary access to the Park for the purpose of demolishing and removing the Bridge, under, substantially, the following terms and conditions:

- the Board shall have temporary access to a designated portion of the Park ("Use Area") for the purpose of demolishing and removing the Bridge;
- the term of the Access Agreement shall commence upon issuance of permits for the work, and shall terminate one year thereafter, or upon the Board's completion of the work within the Use Area, whichever occurs first;
- the Board shall have use of the Use Area from 6:00 p.m. to 6:00 a.m., Monday through Friday. The Board may modify the hours of operation, subject to the prior written approval of the City;
- the Board may cancel the Access Agreement at any time with ten (10) days advance notice to the City;
- the Agreement may be extended, by mutual agreement of the parties, for an additional six month period;
- all work shall be completed by the Board, at the Board's sole cost and expense;
- the City shall issue permits for the work being performed within the Use Area;
- the Board shall preserve the public nature of the Park during the work, and provide a means of access to the Park around the Use Area, including installation of signs directing the public accordingly;
- the Board shall, at the Board's sole cost and expense, install a temporary construction fence around the perimeter of the Use Area;

- the Board shall provide the City with evidence of the Board's self-insurance program;
- the Board shall require its contractors and subcontractors to provide evidence of insurance in the types and amounts as required under the Access Agreement;
- the Board shall indemnify and hold the City harmless, subject to the limitations contained in Florida Statutes, Section 768.28, from all liability which may arise as a result of the Board's activities within the Park;
- the Board shall conduct the work in accordance with all applicable state, federal and local laws;
- the Access 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;
- in the event of any litigation between the parties under the Access Agreement, each party shall be responsible for its own attorney's fees and court costs through trials and appellate levels;
- for purposes of the Access Agreement, the Superintendent of Schools or his/her designee shall be the party designated by the Board to grant or deny all approvals required by the Access Agreement dealing with the Board's access to and work within the Use Area, including modifying the demolition schedule, or any other operational issues related to the work; and
- in addition to the above, for purposes of the Access Agreement, the Superintendent of Schools shall be the party designated by the Board to grant or deny any approvals required by the Access Agreement, including, without limitation, amending any of the exhibits to the Access Agreement, renewing, extending, canceling or terminating the Access Agreement, and placing the City in default.

The proposed Access Agreement has been reviewed by the School Board Attorney's Office and the Office of Risk and Benefits Management for legal sufficiency and risk management issues, respectively, and found to be in compliance.

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

1. finalize negotiations and execute an Access Agreement with the City of Miami ("City"), to allow the Board to access a portion of the City-owned Athalie Range Park ("Park"), located at 525 N.W. 62 Street, Miami, Florida, 33127 for the purpose of demolishing and removing the pedestrian bridge connecting Miami Edison Senior High School, located at 6101 N.W. 5 Court, Miami, Florida 33127, to the Park, under, substantially, the terms and conditions noted above; and
2. execute any other documents that may be required to facilitate temporary access to the Park for the demolition and removal of the pedestrian bridge; and
3. grant or deny all approvals required under the Access Agreement, including renewing, extending, canceling or terminating the Access Agreement, and placing the City in default, as may be applicable.