

September 11, 2001

Facilities Planning and Construction
Suzanne A. Marshall, Chief Facilities Officer (Construction)

SUBJECT: AUTHORIZATION TO EXECUTE A JOINT USE AGREEMENT WITH THE CITY OF MIAMI BEACH FOR BISCAYNE ELEMENTARY SCHOOL AND DEVELOP AND EXECUTE A TEMPORARY USE AGREEMENT WITH THE CITY OF MIAMI BEACH FOR TEMPORARY USE OF THE AREA EAST OF THE SERVICE ROAD AT MIAMI BEACH SENIOR HIGH SCHOOL

REVISED

Since 1972, the School Board (Board) and the City of Miami Beach (City) have jointly owned a parcel of real property (Land) located adjacent to Biscayne Elementary School (School). The Warranty Deed requires that the Land be used for park and playground recreational purposes only. In order to serve the School's educational needs, it has become necessary for the District to construct a two-story classroom, multi-purpose courts and a parking facility on the School grounds. Due to the limited amount of available open space on the School site, portions of the multi-purpose courts and parking facility need to be located on the Land (see attached location map). The City has expressed its willingness to enter into a Joint Use Agreement with the Board to allow the District to construct certain recreational improvements on the Land and to memorialize the terms and conditions under which the Premises, which consists of the Land and the School's playfield area, recreational facilities and parking lot, will be jointly used by the City and the District (see attached location map).

Pursuant to established procedures, a Management Team (MT) meeting was held on August 23, 2001 for direction on negotiating strategies and parameters. The MT recommended that the Board enter into a Joint Use Agreement with the City under the following terms and conditions:

- a five-year term, which is automatically renewed for successive five-year periods, unless canceled or terminated in accordance with the terms of the agreement;
- either party shall have the right to terminate the agreement at any time by providing the other party with one (1) year prior written notice;
- the Board, at its sole cost and expense, shall have the right to construct certain recreational improvements on the Land, which include portions of the multi-purpose courts and parking facility;
- the Board shall have the right to use the Land for temporary school parking and as a temporary staging area while constructing the two-story classroom, multi-purpose courts and parking facility. Upon completion of the construction, the Board shall

restore the Land to at least the same condition as existed before construction of the improvements commenced;

- the Board, at its sole option, may construct additional educational and recreational improvements on the Board-owned portion of the Premises. The Board may also construct additional recreational improvements on the Land, subject to prior written approval of the City;
- the City may construct additional recreational improvements on the Premises, subject to prior written approval of the Board;
- the Board may use the Premises during regular school hours on regular school days. The Board may also use the Premises for special school events and functions, after-care, summer school, and at all other times except during the City's period of use;
- the City may use the Premises after school hours on a space available basis, by providing the School administrator with a minimum of seventy-two (72) hours prior written notice;
- the Board shall pay all utility service charges for the Land, including all installation and connection charges. The City and the Board shall each pay one-half of any special assessments or related fees imposed on the Land, subject to Board approval;
- the Board shall be responsible for all maintenance and upkeep of the Premises, and the improvements located thereon. The Board shall provide regular scheduled janitorial service, including litter pick-up and removal, at all times except during the City's period of use of the Premises. The City shall provide regular scheduled janitorial service, including litter pick-up and removal during its period of use of the Premises;
- the City and the Board shall repair any equipment and facilities damaged during their period of use of the Premises;
- any and all improvements constructed by either party on the Land shall be jointly owned by the City and the Board, and any and all improvements constructed by either party on the Board-owned portion of the Premises shall be the property of the Board;
- upon the termination or cancellation of the agreement, the remaining party shall either retain ownership of all improvements constructed on the Land, or require the vacating party to remove them;

- the Board and the City shall indemnify and hold each other harmless, to the extent of the limitations included within Florida Statutes, from all liability which may arise as a result of the use of the Premises; and
- the Superintendent shall be the party designated by the Board to grant or deny all approvals required by this Joint Use Agreement, or to cancel this Joint Use Agreement.

The proposed Joint Use Agreement has been reviewed by the School Board Attorney's Office and the Office of Risk and Benefits Management. The principal of Biscayne Elementary School and the Region Superintendent for Region II recommend approval of the agreement.

A copy of the Joint Use Agreement will be placed on file in the Citizen Information Center and the Recording Secretary's Office.

The City has also advised that it will be constructing a new fire station and emergency operations center on City-owned land located adjacent to the Miami Beach Senior High School (High School) campus. In order to allow the City to stage its work in the most efficient manner and expedite its construction schedule, the City is requesting that the Board grant it use of the area immediately east of the High School service road as a means of ingress/egress to its property for work vehicles and approximately 70 City staff vehicles, for a period not to exceed 24 months (see attached location map). REVISED

Pursuant to established procedures, a MT meeting was held on September 5, 2001 for direction on strategies and parameters. Due to the time critical nature of this project, the MT recommended that the Superintendent be authorized to expedite the development of a temporary use agreement with the City, and to execute the agreement without further Board action. The agreement will include, substantially, the following terms and conditions:

- the City will have access to only the area immediately east of the High School service road (Demised Area); REVISED
- the City, at its sole cost and expense, shall remove a portion of the existing fence located east of the High School service road, and shall erect appropriate fencing alongside the edge of said service road in order to separate the Demised Area from the High School grounds (see attached location map); ADDED
- the City, at its sole cost and expense, shall remove the trees located at the entrance of the High School service road on Prairie Avenue, and shall replace the same upon the expiration or cancellation of the temporary use agreement; ADDED
- the City will indemnify and hold the Board harmless from all personal injury claims and real and personal property damage claims arising from its use of the Board-owned land and facilities;

- City use of the Demised Area will be limited to ingress/egress to its property for work vehicles and approximately 70 City staff vehicles; [] REVERSED
- the City shall keep the Demised Area free and clear of any vehicles or equipment, other than during its period of use, and shall immediately remove any refuse or debris from the Demised Area generated as a result of its actions;
- the City will immediately repair any damage to the Demised Area caused as a result of its actions;
- the City, at its sole cost and expense, shall restore the Demised Area to the same or better condition as existed before the City's use thereof; [] ADDED
- use of the Demised Area will be limited to a period not to exceed 24 months; and [] REVISED
- the Superintendent may cancel this agreement if the City defaults under the agreement, and fails to immediately cure the default.

The agreement will be reviewed and approved by the Department of Safety and Environmental Management, the School Board Attorney's Office and the Office of Risk and Benefits Management prior to its execution.

The principal of Miami Beach Senior High School and the Region Superintendent for Region II recommend that such an agreement, substantially in conformance with the above terms and conditions, be developed and implemented.

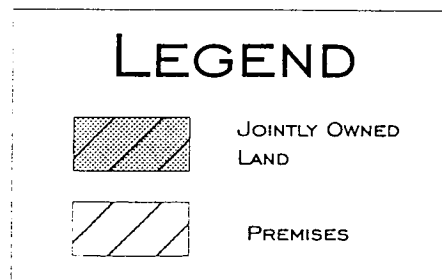
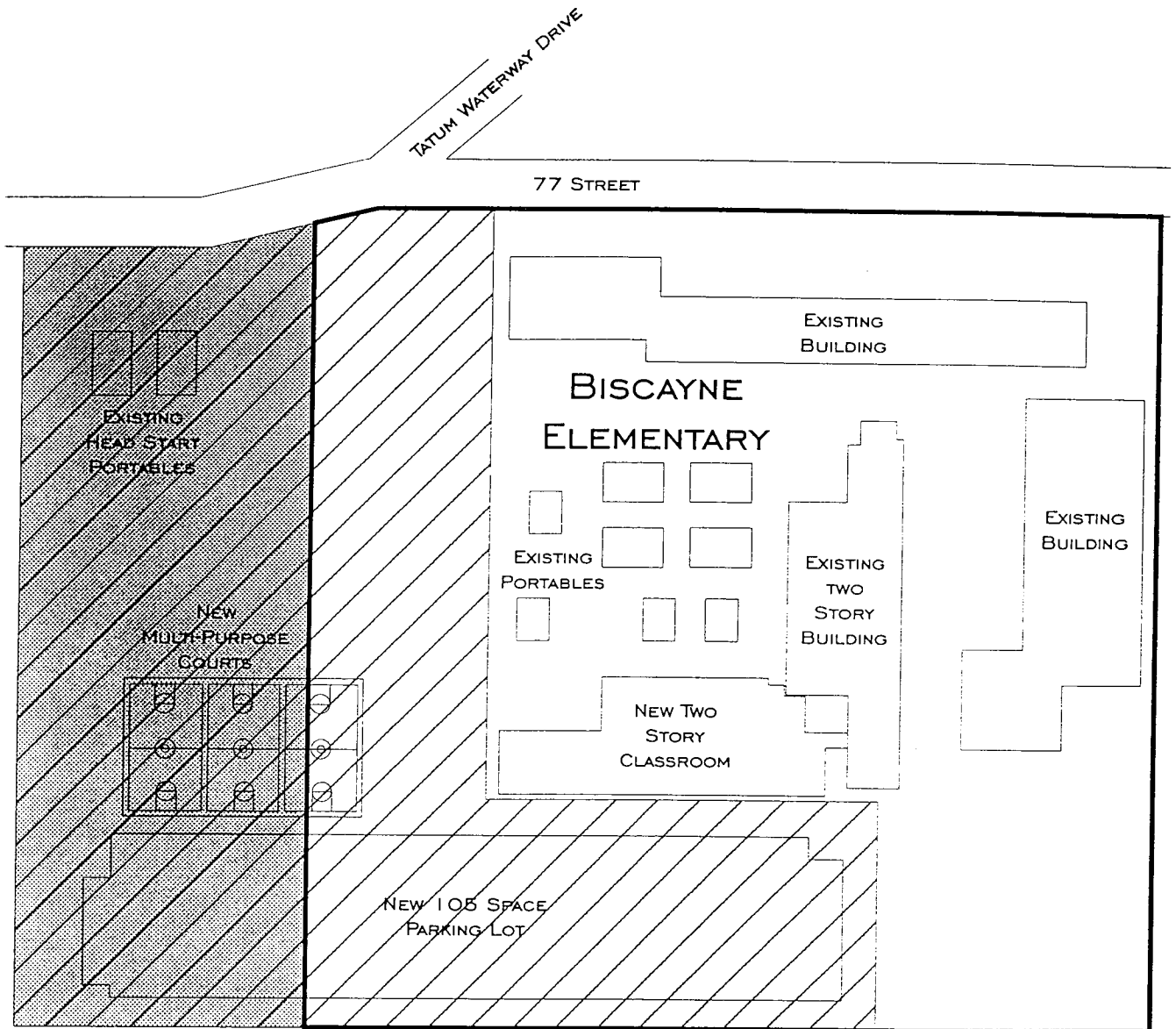
RECOMMENDED:

That The School Board of Miami-Dade County, Florida:

1. authorize the Superintendent or his designee to execute a Joint Use Agreement with the City of Miami Beach for Biscayne Elementary School, under the terms and conditions set forth above; and
2. authorize the Superintendent to develop and execute a temporary use agreement with the City of Miami Beach for temporary use of the area east of the service road at Miami Beach Senior High School, substantially in conformance with the terms and conditions set forth above. [] REVISED

MMC:hf

LOCATION MAP



LOCATION MAP

