

January 9, 2008

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

SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE AN INTERLOCAL AGREEMENT WITH THE CITY OF NORTH BAY VILLAGE, FLORIDA, FOR USE OF A PORTION OF THE TREASURE ISLAND ELEMENTARY SCHOOL CAMPUS TO SITE CERTAIN VILLAGE POLICE DEPARTMENT OPERATIONS FOR APPROXIMATELY 18-24 MONTHS

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

LINK TO STRATEGIC PLAN: IMPROVE CONSTRUCTION SERVICES

Background

The City of North Bay Village, Florida (City) has advised that the City Police Headquarter Building has been found to be untenable due to the presence of mold and mildew, and it will be necessary for the City to relocate police personnel for the approximate 18-24 months required to either construct a new Headquarter Building or clean the existing facility. City Police Department (Police Department) functions will be disbursed to several alternate locations, and the City has requested use of a portion of the Treasure Island Elementary School (School) campus to place up to four trailers to provide certain police services on an interim basis (see location map). The functions proposed to be located on the School campus include offices for the Chief of Police and other officers, roll-call facilities, conference rooms and general administration. The facility will only be used to house sworn officers and support staff, and is not intended for public access. Further, at no time will the Police Department bring individuals under Police custody onto the School campus. All costs associated with the on-site work necessary to install the trailers, as well as all operating costs, will be borne exclusively by the City. At the conclusion of Police Department use, the City will restore the School campus to a condition the same or better than prior to its use.

The City has worked with the School for a number of years as a Dade Partner, and currently provides a Police Department officer, on a daily basis and at City expense, to work with students as a School Resource Officer and D.A.R.E. program facilitator. Further, the City provides staff, at an estimated cost to the City of \$20,000 per year, to monitor after-hours use by the public and community groups of School recreational and other facilities.

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The School Principal and Regional Center II Superintendent recommend pursuing an Interlocal Agreement (Agreement) to allow such use. The Agreement will be reviewed by the School Board Attorney's Office and Office of Risk and Benefits Management prior to execution.

Proposed Interlocal Agreement

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

- the portion of the School campus to be used by the City (demised area) shall be approximately 112' x 92', fenced-in, and located at the extreme Southwest corner of the School. Additionally, the City may use up to ten parking spaces in the adjacent School parking lot;
- the Agreement shall terminate at such time as the City no longer requires use of the demised area for interim Police Department operations, but in no event later than 24 months from the commencement date of this Agreement, unless extended at the mutual agreement of the parties;
- rental rate of \$1 per year;
- use of the demised area shall be limited to sworn officers and support staff, and at no time will the Police Department bring individuals under Police custody onto the School campus;
- the City, at its sole cost and expense, shall be permitted to install up to four trailers and related improvements within the demised area. At the completion of Police Department occupancy, the City shall remove all improvements and restore the site;
- the City shall keep the demised area and all improvements located therein, in a state of good repair, and in a safe and clean condition at all times, and shall separately meter and pay for all utilities serving its operations;
- the City and Board shall indemnify and hold each other harmless from all actions that may arise due to the use and occupancy of the demised area;
- in the event the City has made every reasonable effort to facilitate its relocation from the demised area, and is unable to do so due to forces beyond its reasonable control, the term of this Agreement may be extended at the mutual option of the City and District for a period not to exceed six months, under the same terms and conditions, provided the City gives written notice to the District at least two months prior to the expiration of the term;
- in addition to default on the part of the District, which default is not cured, the City may cancel the Agreement at any time by providing at least six months prior written notice. The District may only cancel the Agreement in the event the City defaults and fails to cure, or, with a minimum of six months prior written

notice, in the event the demised area is required by the District for educational or recreational purposes; and

- the Superintendent of Schools shall be the party designated by the Board to grant or deny all approvals required under the Agreement, including a possible extension of the term for a period not to exceed six months, or to cancel the Agreement.

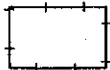
RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the Superintendent to finalize negotiations and execute an Interlocal Agreement with the City of North Bay Village, Florida, for use of a portion of the Treasure Island Elementary School campus to site certain City Police Department operations for approximately 18-24 months, under the terms and conditions noted above.

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LOCATION MAP

Treasure Island Elementary School

Legend



Demised area - to include four trailers

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Not to Scale