

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

**SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE AN AMENDMENT TO THE JOINT OPERATING AGREEMENT WITH MIAMI-DADE COUNTY ALLOWING PORTABLE CLASSROOMS TO BE MAINTAINED AT THE MIAMI METROZOO, AND STUDENT ACCESS TO METROZOO FACILITIES, AS A PART OF THE SCIENCE/ZOO MAGNET PROGRAM AT RICHMOND HEIGHTS MIDDLE SCHOOL**

**COMMITTEE: FACILITIES AND CONSTRUCTION REFORM**

**LINK TO STRATEGIC PLAN: IMPROVE CONSTRUCTION SERVICES**

Background

Since 1988, the District has utilized facilities at the Miami MetroZoo (MetroZoo), under an agreement with Miami-Dade County (County), as part of the Science/Zoo Magnet Program at Richmond Heights Middle School (Magnet Program). Under the current Joint Operating Agreement (Agreement), which started in June of 2004, the Magnet Program has utilized four Board-owned portable classrooms, located on a portion of the MetroZoo parking lot. The portable classrooms provide on-site classroom and laboratory facilities, which are used in conjunction with behind the scene tours of MetroZoo operations, interactive learning experiences and lectures/demonstrations from MetroZoo personnel.

The initial five (5) year term under the current Agreement will end on May 31, 2009, and two five-year option periods remain, at the discretion of the County. County staff have expressed a willingness for the Magnet Program to continue its relationship with MetroZoo, including an on site presence, although it has also advised that the County has issued a Request For Proposal (RFP) for the future construction and operation of a Water Theme Park (Theme Park). Under the terms of the RFP, a substantial portion of the MetroZoo parking lot would be leased to a Theme Park operator, potentially including the current location of the Magnet Program portable classrooms. In the meantime, given the uncertain timeframe to evaluate the proposals and select a successful Theme Park developer (assuming such a contract is ultimately awarded), the County has expressed a willingness to renew the subject Agreement for the first five-year option period (June 1, 2009 – May 31, 2014), subject to the Agreement being amended to provide for the District to relocate the portable classrooms to an alternate location elsewhere on the MetroZoo facility, at the expense of the District, should it be necessary and upon receipt of 180 days prior notice from the County. The County has also agreed to use its best efforts to avoid any such relocation during the school year.

At that time, should the District choose not to relocate the portable classrooms, it may cancel the Agreement, without penalty, with 180 days notice.

Proposed Amendment to the Joint Operating Agreement

It is recommended that the Superintendent be authorized to finalize negotiations and execute an amendment to the Agreement under, substantially, the following terms and conditions:

- if at any time during the term of this Agreement, the County enters into a contract for the construction of a Theme Park or other similar improvement requiring use of the area currently housing the Magnet School portable classrooms, and upon a minimum of 180 days advance written notice, the District will relocate the portable classrooms elsewhere on the MetroZoo facility, to a location as mutually agreed upon, and at its sole cost and expense. The County agrees to use its best efforts to assure that such a relocation will not be required during the school year;
- the Agreement shall be construed and enforced according to the laws of the State of Florida, and the venue for any disputes shall be in Miami-Dade County Florida; and
- in the event of any litigation between the parties under this Agreement, each party shall be responsible for its own attorney's fees and court costs through trials and appellate levels. This provision shall survive the termination of the Agreement.

All other terms and conditions of the Agreement remain unchanged, as follows:

- the rental rate for placement of the four Board-owned portable classrooms on MetroZoo grounds will continue to be \$1 per year;
- the Agreement may be cancelled by either party, with 180 days prior written notice;
- the Magnet Program will continue to provide funds to MetroZoo to cover access to the grounds and exhibits by Magnet Program students. The annual access fee will be \$15,820, for the 2009-10 school year. This annual access fee is the result of biennial adjustments for the last five-year period called for in the Agreement, based on the Consumer Price Index, but capped at 5%. MetroZoo forewent these adjustments for the past five year period, however, due to increasing operational and staffing costs, MetroZoo has indicated it will be unable to forgo the adjustment beyond May 31, 2009. It should be noted that MetroZoo's current regular admission rate is \$7 per student, however, at no time may the MetroZoo access fee charged to the District exceed one-half of the regular student admission rate (\$3.50 per student admission). Based on the Magnet Program's October 2008 FTE of 294 students, and assuming these students access the MetroZoo facility approximately 170 times over the course of the school year, the proposed \$15,820 Magnet Program annual access fee equates to approximately

\$0.32 per student admission. The number of students enrolled in the Magnet Program has remained fairly constant since the inception of the current Agreement in 2004, when the October 2003 FTE was 303 students. The Agreement provides that should there ever be a greater than 10% increase or decrease in the Magnet Program's FTE over the 2003 baseline, the annual fee shall be increased or decreased proportionately for that particular year;

- actual electrical costs for the operation of the portable classrooms will be reimbursed to the County on a quarterly basis, as verified by an existing electrical sub-meter;
- water and sewer costs for the portable classrooms will be reimbursed to the County on a quarterly basis at \$261 per portable per year (total annual cost of \$1,044), and may be modified from time to time at the request of either party. The District's Energy Management Department has verified that this amount is representative of costs associated with District use of portable classrooms; and
- the Superintendent of Schools shall be the party designated by the Board to grant or deny all approvals required by this Agreement, or to cancel this Agreement.

The Director of Schools of Choice and Parental Options, South Regional Center Regional Superintendent, principal of Richmond Heights Middle School and Deputy Superintendent, School/District Operations, all recommend entering into the proposed Amendment to the Joint Operating Agreement. The proposed Amendment will be reviewed by the School Board Attorney's Office and the Office of Risk and Benefits Management, prior to execution.

**RECOMMENDED:** That The School Board of Miami-Dade County, Florida, authorize the Superintendent to finalize negotiations and execute an amendment to the Joint Operating Agreement with Miami-Dade County allowing portable classrooms to be maintained at the Miami MetroZoo, and student access to MetroZoo facilities, as a part of the Science/Zoo Magnet Program at Richmond Heights Middle School, to extend the term from June 1, 2009 through May 31, 2014, at an annual access fee of \$15,820 plus actual utility expenses for the 2009-10 school year, and substantially in conformance with the other terms and conditions set forth above.

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