

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

- SUBJECT:**
- 1) **AUTHORIZE THE CHAIR AND SECRETARY TO EXECUTE THE NECESSARY DOCUMENTS TO DEDICATE APPROXIMATELY 6,900 SQUARE FEET OF BOARD-OWNED LAND ALONG SW 264 STREET, ADJACENT TO THE YOUNG MEN'S ACADEMY FOR ACADEMIC AND CIVIC DEVELOPMENT AT MACARTHUR SOUTH, LOCATED AT 13990 SW 264 STREET, TO MIAMI-DADE COUNTY, FOR RIGHT-OF-WAY PURPOSES; AND**
 - 2) **AUTHORIZE THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE A CONSTRUCTION ACCESS AGREEMENT WITH MIAMI-DADE COUNTY TO FACILITATE CONSTRUCTION OF IMPROVEMENTS VALUED AT APPROXIMATELY \$78,000 WITHIN THE SCHOOL PROPERTY ALONG SW 264 STREET ADJACENT TO THE SCHOOL**

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

LINK TO STRATEGIC FRAMEWORK: FINANCIAL EFFICIENCY/STABILITY

Background

Miami-Dade County (County) is making certain roadway improvements to SW 264 Street, between US1 and SW 137 Avenue, which consists of widening the existing roadway to a two-lane divided highway with raised landscaped medians, bike lanes, on-street parking, sidewalks, curb and gutter, a continuous storm drainage system, pavement markings and signage and decorative roadway lighting. As part of the project, improvements will be constructed on the portion of SW 264 Street which is adjacent to the Young Men's Academy for Academic and Civic Development at MacArthur South (School), located at 13990 SW 264 Street. To accomplish this work, the County is requesting dedication of approximately 6,900 square feet of Board-owned land bordering SW 264 Street, for use as public right-of-way.

In return, the County has agreed to construct a new bus drop-off/pick-up lane within the area of conveyance for use by the School. In addition, the County shall relocate a portion of the School's existing perimeter iron picket fence, remove the black olive trees located along the north perimeter of the School, plant new trees at another location of the District's choosing within the School property, and construct a pedestrian ramp for use by the School (see attached location map). All work will be done at the County's sole cost and expense, which is estimated at approximately \$78,000. Given that the County will require access to portions of the School, on an interim basis, to facilitate the

relocation and construction activities noted above, it will also be necessary to enter into a Construction Access Agreement.

Right-of-Way Dedication

The strip of land to be dedicated to the County totals approximately 6,900 square feet, or 0.158 acres, more or less, and is more fully described in Exhibit "A" attached hereto.

Construction Access Agreement

The proposed Construction Access Agreement (Agreement) will allow the County and its contractor access to portions of the School under, substantially, the following terms and conditions:

- the term shall commence upon execution of the Agreement by both parties, and shall terminate three years thereafter, or upon the County's completion of the work within the construction access area, which ever occurs first. The Superintendent may, upon receipt of a written request from the County, extend the term by up to six additional months;
- the County shall have access to certain portions of the School property solely for the purpose of constructing a new bus drop-off/pick-up lane, relocating the School's iron picket fence to the new north property line, removing the trees and planting new ones at a location within the School property determined by the District and in compliance with the District's master specifications and design criteria on trees, constructing a pedestrian ramp for use by the School and other activities directly related to the County's project, which access shall be previously authorized by and coordinated with the School principal and the assigned District Project Manager;
- all work shall be done at the County's sole cost and expense and shall be scheduled and coordinated with the School Principal and assigned District Project Manager so as not to interfere with or disrupt the operations of the School;
- the County shall hold harmless and indemnify the School Board, subject to the limitations of Florida Statutes;
- as a precondition to commencing the work, the County's contractors shall hold harmless and indemnify the School Board and shall provide the District with evidence of general liability, property and workmen's compensation insurance in amounts required by the District, and naming The School Board of Miami-Dade County, Florida, as an additional insured;
- the County shall assure that all construction work is completed in a good and workmanlike manner, using contractors who are licensed, insured and fully bonded, evidence of which shall be provided to the Board prior to commencement of any work on School property;
- the County shall restore the School property affected by the construction activities to a condition that is safe and usable, and as good or better than previously existed;

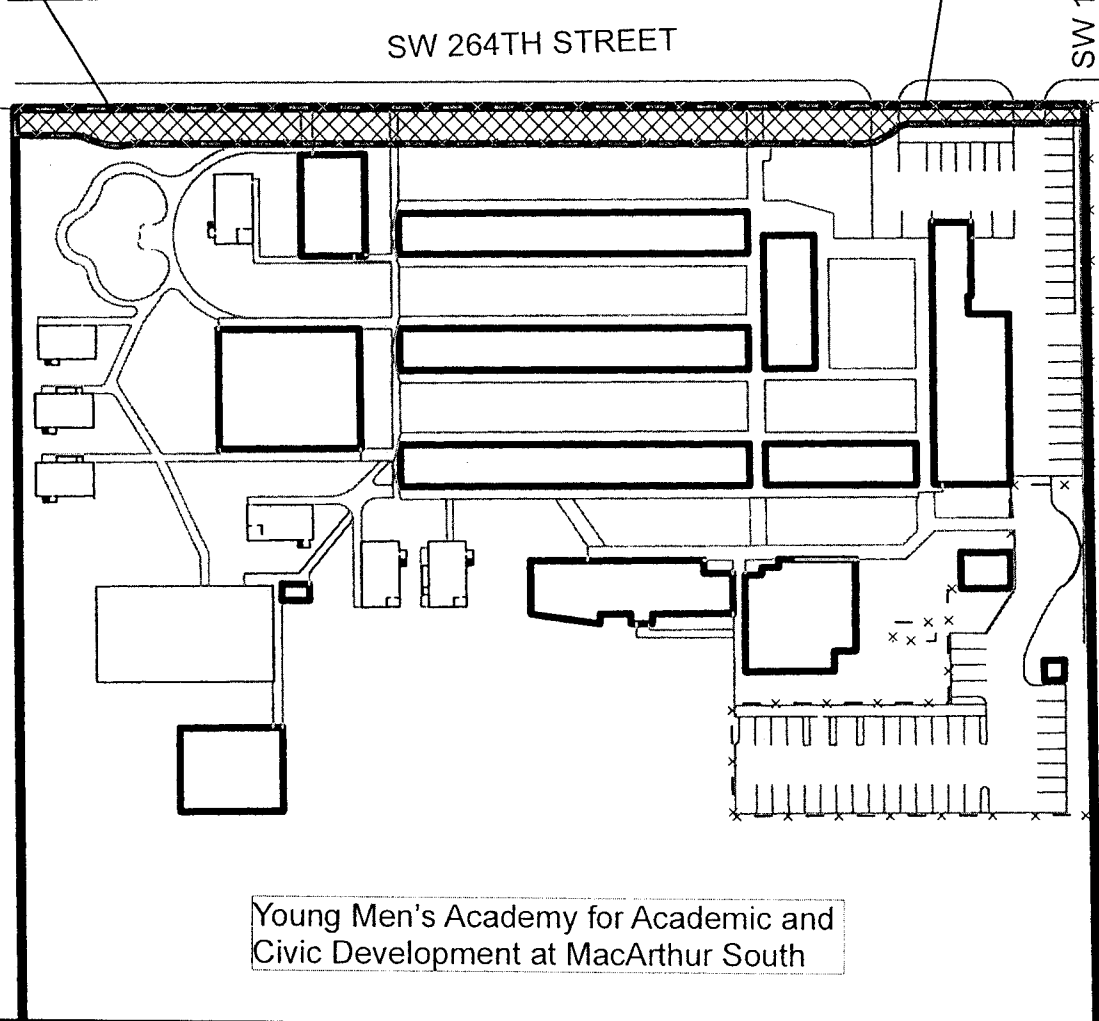
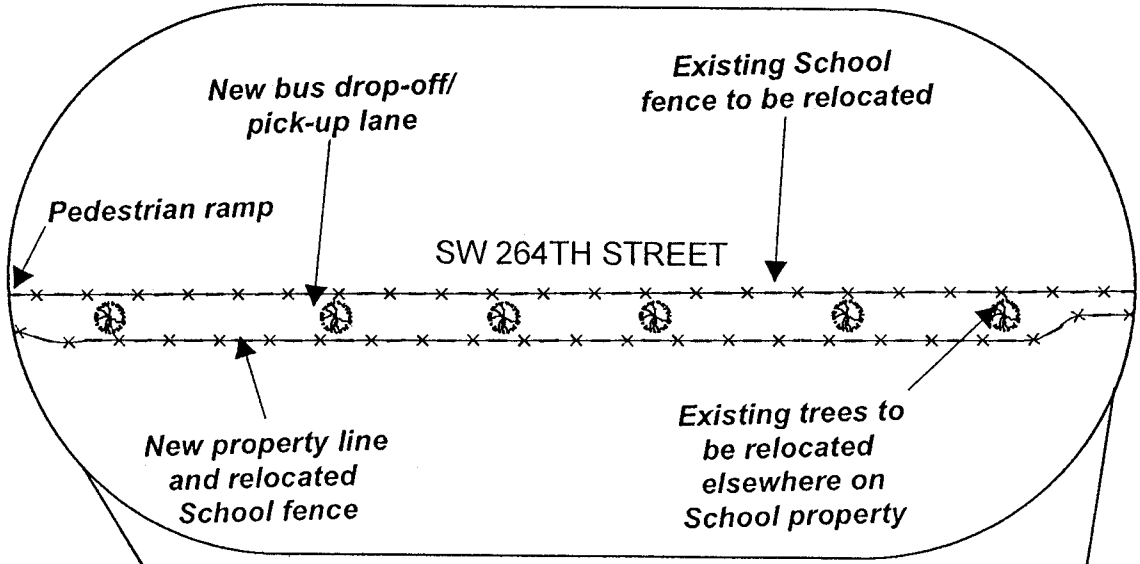
- the County and its contractors shall take all necessary safety precautions, secure all construction areas by appropriate construction fencing and coordinate with the School principal and assigned District Project Manager to assure the safety of students, staff, visitors, invitees and the public at all times during construction;
- the County and its contractors shall work closely with the School Principal to assure that the work does not interfere with or disrupt the operations of the School, including, without limitation, bus drop-off in the mornings and bus pick-up in the afternoons, and shall create a safe means of ingress and egress for students, staff, visitors, invitees and the public to and from the interim area used by the School for bus drop-off/pick-up, until such time as construction of the new bus drop-off/pick-up lane is completed by the County and made operable for the School;
- the County and its contractors shall comply with all applicable laws, rules, regulations, ordinances and codes of all governmental authorities, including, without limitation, the Florida Building Code, the Americans with Disabilities Act and the Jessica Lunsford Act; and
- for purposes of this Agreement, the Superintendent of Schools shall be the party designated by the Board to grant or deny all modifications and approvals required by this Agreement, or to cancel and/or terminate this Agreement, including extending the term for a period not to exceed six months, if so requested in writing by the County.

The Agreement and right-of-way conveyance documents will be reviewed by the School Board Attorney's Office and the Office of Risk and Benefits Management prior to execution. The School Principal and the Administrative Director for School Operations Alternative Education concur with the proposed Agreement and right-of-way dedication.

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


- 1) authorize the Chair and Secretary to execute the necessary documents to dedicate approximately 6,900 square feet of Board-owned land along SW 264 Street, adjacent to the Young Men's Academy for Academic and Civic Development, located at 13990 SW 264 Street, to Miami-Dade County, for right-of-way purposes; and
- 2) authorize the Superintendent to finalize negotiations and execute a Construction Access Agreement with Miami-Dade County to facilitate construction of improvements valued at approximately \$78,000 within the School property along SW 264 Street adjacent to the School, under, substantially, the terms and conditions noted above.

LOCATION MAP



Young Men's Academy for Academic and Civic Development at MacArthur South

Legend

 Land to be dedicated

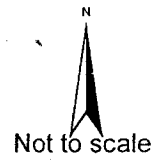


Exhibit "A"

LEGAL DESCRIPTION

COMMENCE at the Northeast corner of the West 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 34, Township 56 South, Range 39 East, Miami-Dade County, Florida; THENCE South $1^{\circ}14'03''$ East along the East line of the West 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 34 for 35.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; THENCE continue South $1^{\circ}14'03''$ East along said East line for 5.00 feet; THENCE South $89^{\circ}07'40''$ West along the South line of the North 40.00 feet of the Northeast 1/4 of said Section 34 for 88.96 feet; THENCE South $76^{\circ}57'56''$ West for 30.85 feet; THENCE South $89^{\circ}07'40''$ West along the South line of the North 46.50 feet of the Northeast 1/4 of said Section 34 for 518.52 feet; THENCE North $71^{\circ}59'10''$ West for 20.08 feet; THENCE South $89^{\circ}07'40''$ West along the South line of the North 40.00 feet of the Northeast 1/4 of said Section 34 for 17.41 feet; THENCE North $1^{\circ}17'42''$ West along the West line of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 34 for 5.00 feet; THENCE North $89^{\circ}07'40''$ East along the South line of the North 35.00 feet of the Northeast 1/4 of said Section 34 for 674.06 feet to the POINT OF BEGINNING.