

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

SUBJECT: THAT THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AUTHORIZE THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE A MASTER JOINT USE AGREEMENT (MJUA) WITH FLORIDA INTERNATIONAL UNIVERSITY (FIU) SETTING FORTH THE GENERAL PARAMETERS UNDER WHICH JOINT USE OF FACILITIES WOULD BE REVIEWED AND FACILITATED ON AN AS NEEDED BASIS

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

LINK TO STRATEGIC FRAMEWORK: FINANCIAL EFFICIENCY/STABILITY

Background Information

The Board and Florida International University (FIU) have a long-standing, mutually beneficial partnership, through which a number of educational initiatives have been implemented. This relationship, which has blossomed over the years, is at a point where a streamlined vehicle for reviewing and facilitating new educational collaborations on a yearly basis or more often, as may be appropriate, is entirely desirable. The parties are proposing to enter into a Master Joint Use Agreement (MJUA) which would allow efficient use of each party's facilities and provide a framework under which joint use of such facilities would be reviewed and facilitated on an as-needed basis. The MJUA will have accompanying exhibits, namely a Site Specific Use Request Form, setting forth the periods and areas of use for each specific Board or FIU site to be so utilized, maintenance responsibilities, and any other terms related to the use of the particular site.

Master Joint Use Agreement

The proposed MJUA with FIU shall contain, substantially, the following terms and conditions:

- a five-year term, with two five-year renewal options, at the mutual agreement of the parties;
- each party shall pay an annual rent of \$1 to the other party for designated Sites, including general purpose classroom space, mutually agreed upon by the parties in writing;
- District and FIU staff shall meet as needed, but not less than annually and at least ninety (90) days prior to the beginning of the District's school year, to evaluate each

party's anticipated site needs for the following school year. Each party shall complete and submit to the other party for review and approval Site Specific Use Request Form(s), indicating the specific sites it wishes to use, including proposed areas and periods of use, educational program to be offered, special needs, and other related information. Should there be a conflict with the proposed use of a facility, then the host party shall use best efforts to so advise the requesting party within fifteen (15) working days of receipt of the request and both parties shall use best efforts to identify an alternate location for the desired program or activity;

- each party shall be responsible for reimbursing a proportionate share of utility expenses applicable to their use of the other party's facility, if said use is beyond the normal and customary business hours of the host party, which determination shall be made jointly by the parties at the time each use request is approved and so noted on the Site Specific Use Form, as applicable;
- each party shall be responsible for reimbursing the other party for any documented incremental expenses which may arise due to such party's use of the other party's sites, beyond that which would normally be borne by that entity (e.g. janitorial services, staff time, or other incremental documented expenses). To the extent possible, the host party shall identify the possible incremental expenses at the time the Site Specific Use Form is approved, as applicable;
- in addition to an event of default, which is not cured, either party may cancel the MJUA, without cause or penalty, by giving the other party six (6) months prior written notice. However, due to ongoing operations of the parties, every effort will be made to accommodate the completion of the Board's school year or FIU's semester, as applicable, prior to the effective date of such cancellation;
- the parties shall each indemnify and hold the other party harmless, to the extent of the limitations included within Florida Statutes, from all liability which may arise as a result of the other party's negligence, actions or failure to act under the terms of the MJUA;
- the parties shall comply with all applicable laws, rules, regulations, ordinances and codes of all governmental authorities, including, without limitation, the Americans with Disabilities Act and the Jessica Lunsford Act, as may be applicable. Notwithstanding the foregoing, neither party shall be responsible for incurring any expenses or costs arising from a law which is applicable only to the other party;
- in the event of damage or destruction of one or more sites, other than damage or destruction caused by the user party, the property owner may, at its sole option, either repair the damaged/destroyed facilities at its cost and expense, or cancel use of the particular site;

- in the event of any litigation between the parties under this MJUA, each party shall be responsible for its own attorney's fees and court costs through trials and appellate levels;
- the MJUA shall be deemed inferior and subordinate to any existing or future financing or conveyance by the Board of any Board sites or by FIU of any FIU sites;
- for purposes of the MJUA, the Superintendent of Schools, or his/her designee shall be the party designated by the Board to grant or deny all approvals required under the MJUA; and
- the MJUA shall be subordinate to existing agreements applicable to each party's Sites.

Pro forma Site Specific Use Request Form

The pro forma Site Specific Use Request Form shall contain, substantially, the following elements:

- the type of program or activity being proposed;
- location of desired host facility and details on number of classrooms, core or other support spaces being requested for the program or activities;
- the desired/anticipated period of use for the requested space(s);
- the anticipated duration/term of the use; and
- any special considerations or requirements that may apply to the specific request.

The Associate Superintendent, Curriculum, Instruction and School Improvement, Assistant Superintendent School Choice, and Office of School Facilities, recommend entering into the proposed MJUA. The MJUA, including a pro forma Site Specific Use Request Form, will be reviewed by the School Board Attorney's Office and 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 a Master Joint Use Agreement (MJUA) with Florida International University (FIU) setting forth the general parameters under which joint use of facilities would be reviewed and facilitated on an as needed basis, under, substantially, the terms and conditions noted above.

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