

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. AN INTERLOCAL AGREEMENT (“ILA”) WITH THE CITY OF MIAMI GARDENS (“CITY”) TO ALLOW THE CITY TO UTILIZE THE BOARD-OWNED PROPERTY KNOWN AS RISCO PARK, LOCATED ON THE BARBARA HAWKINS ELEMENTARY/CAROL CITY MIDDLE SCHOOLS CAMPUS TO DEVELOP, CONSTRUCT AND OPERATE EDUCATIONAL AND RECREATIONAL FACILITIES FOR THE JOINT USE OF THE CITY AND BOARD;**
- B. LONG-TERM LAND LEASE AND JOINT USE AGREEMENTS WITH THE CITY; AND**
- C. ANY OTHER DOCUMENTS THAT MAY BE REQUIRED TO EFFECTUATE THE IMPLEMENTATION OF THE ILA**

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

LINK TO STRATEGIC FRAMEWORK: FINANCIAL EFFICIENCY/STABILITY

Background

The City of Miami Gardens (“City”) recently approved a bond initiative to assist in establishing a modern and functional park system equipped with security upgrades, improved amenities, and the establishment of programmatic enhancements. These include an Audio-Visual and Performing Arts Center, Culinary and Hospitality Exploration Center, a Science, Technology, Engineering and Math (STEM) Complex, an Alternative Fitness and Sports Exploration venue, and an Active Senior Family Center. In this regard, the City has requested that the Board consider an Interlocal Agreement (“ILA”) to allow the City to utilize the Board-owned property known as Risco Park, located on the combined Barbara Hawkins Elementary/Carol City Middle Schools campus (the “Site”) to construct and operate an Audio-Visual and Performing Arts Center and STEM Complex for the joint use and benefit of the City and Board. Under the proposed ILA, the City would construct the new facilities, at the City’s sole cost and expense, and the District would provide staffing for the STEM after school program, at the District’s sole cost and expense.

Additional Information

Risco Park was originally constructed and operated by the Miami-Dade County Park Department, and subsequently operated briefly by the City subsequent to its incorporation. The Site has remained largely unused for public park purposes since 2009 and the proposed ILA would create unique and meaningful public use opportunities for the adjacent schools and the community in general.

Terms and conditions of the proposed ILA would include, substantially, the following:

- the City and Board will enter into a long-term land lease (the "Lease Agreement") for the portion of the Barbara Hawkins Elementary/Carol City Middle Schools campus known as Risco Park to allow the City to construct facilities and operate City programs, at the City's sole cost and expense, with an initial 30-year term, and one additional 10-year extension, at the mutual option of the City and Board;
- rent at \$1 per year;
- the City will construct an Audio-Visual and Performing Arts Center and STEM Complex on the Site, as well as any other related facilities as approved by the Board, at the City's sole cost and expense (the "Improvements");
- the District will staff the STEM after school program, at the District's sole cost and expense, subject to an annual appropriation for this purpose;
- the District's Building Department shall review and approve construction documents, issue any required construction permits and provide final acceptance of any work. All work shall be performed in compliance with all applicable laws, rules and regulations, including, without limitation, the Florida Building Code, the Americans with Disabilities Act, the Jessica Lunsford Act, the State Requirements for Educational Facilities, and the Miami-Dade County Public Schools criteria and standards, as the same may be amended from time to time;
- the City shall accept the Site in its "as is, where is" condition as of the commencement date of the ILA, with no representations or warranties by the Board as to the physical condition or usability of the Site for any specific use or purpose;
- the City shall be responsible, at the City's sole cost and expense, for all maintenance, upkeep and repair to the Improvements. In addition, the City shall be responsible, at its sole cost and expense, for providing on-site

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- security, and all custodial and janitorial services for the Improvements, including, without limitation, removal of trash and litter pick-up;
- the City and Board will enter into a Joint Use Agreement to make the Improvements available for the joint use of the City and District, under a schedule and terms that meets the needs of both Parties. On a periodic basis, the Parties, through their respective designees, may modify the exact areas of use and periods of use;
 - the City may contract with not-for-profit parties to use the Site during the City's period of use, for City-sponsored recreational or educational services and programs. In that event, the City shall be responsible for all maintenance, clean-up, risk management, supervision and other terms and conditions set forth in the ILA and Lease Agreement, the same as if the City, itself, were utilizing the Site. The City shall require such entities or groups to provide liability insurance, insuring both the City and the Board, as a pre-condition to its use, and shall provide evidence of same to the Board;
 - the City shall provide the Board with evidence of insurance in the types and amounts of coverage as required by the Board or, in the alternative, the City may provide the District with evidence of self-insurance;
 - the Board shall retain the exclusive right at all times to be the sole authorizer and recipient of revenue generators on the Site, such as but not limited to third party advertising, the installation of wireless telecommunications facilities and other similar endeavors, in compliance with Board Policies, provided however, that such endeavors shall not interfere with the City's rights to peaceful enjoyment under the ILA;
 - the City shall be allowed to erect identification signage on the Site, subject to District approval and in conformance with laws and regulations governing public schools;
 - the Parties shall indemnify and hold each other harmless, subject to the extent of the limitations contained in Florida Statute, 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 ILA;
 - the City shall be responsible for the payment of any taxes, fees or other assessments, including but not limited to sales tax, imposed on the Site due as a result of the occupancy and use of the Site by the City;

- the City shall not use, handle, generate, manufacture, produce, store, discharge, treat, remove, transport or dispose of Hazardous Substances at, in, upon, under, to or from the Site;
- if there is a requirement for infrastructure improvements or other regulatory compliance due to the lease, use or occupancy of the Site by the City, the City shall be responsible for fulfilling the applicable requirements, at its sole cost and expense;
- other than as specified above, the City may not assign or sublet any portion of the Site;
- the City shall surrender the Site to the Board, at the expiration, termination or cancellation of the ILA and/or lease Agreement in as good condition as existed on the commencement date of the ILA, ordinary wear and tear excepted, including removal of all personal property and other items belonging to the City. Any improvements constructed by the City shall be removed and the Site restored to the same or better condition as previously existed, unless the Board, at its sole option, chooses to keep the improvements;
- in the event of damage or destruction of all or portions of the Improvements, the City may, at its sole option, either cancel the Lease Agreement, or repair or replace the damaged facilities, at the City's expense;
- the ILA and Lease Agreement shall be deemed inferior and subordinate to any existing or future financing or conveyance by the Board of the Site or any portions thereof;
- the ILA and Lease Agreement shall be construed and enforced according to the laws of the State of Florida and the venue for any disputes shall be Miami-Dade County, Florida;
- in the event of any litigation between the Parties under the ILA or Lease Agreement, each Party shall be responsible for its own attorney's fees and court costs through trials and appellate levels;

- the ILA, Lease Agreement, Joint Use Agreement and any other related documents will be reviewed by the District's Office of Risk and Benefits Management and by the School Board Attorney's Office prior to execution;
- for purposes of the ILA, Joint Use Agreement and Lease Agreement, the Superintendent of Schools shall be the party designated by the Board to grant or deny any modifications and approvals required by the Agreements, including without limitation, renewing or extending the Agreement, amending any of its exhibits, canceling and/or terminating the Agreement, establishing use schedules, modifying the areas and periods of use, and reviewing and approving matters related to any construction by the City at the Site.

RECOMMENDED:

That The School Board of Miami-Dade County, Florida, authorize the Superintendent to finalize negotiations and execute:

- A. an Interlocal Agreement ("ILA") with the City of Miami Gardens ("City") to allow the City to utilize the Board-owned property known as Risco Park, located on the Barbara Hawkins Elementary/Carol City Middle Schools campus to develop, construct and operate educational and recreational facilities for the joint use of the City and Board;
- B. long-term Land Lease and Joint Use Agreements with the City; and
- C. any other documents that may be required to effectuate the implementation of the ILA.

MAL: