

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

**SUBJECT: AUTHORIZE THE SUPERINTENDENT TO:**

- 1) FINALIZE NEGOTIATIONS AND EXECUTE A JOINT USE AGREEMENT WITH MIAMI-DADE COUNTY ("COUNTY"), TO ALLOW THE DISTRICT TO INSTALL PORTABLE CLASSROOMS WITHIN THE ZOO MIAMI FACILITY ("ZOO") FOR THE OPERATION OF A MIDDLE/HIGH SCHOOL SCIENCE/ZOO MAGNET PROGRAM;
- 2) FINALIZE NEGOTIATIONS AND EXECUTE A SITE ACCESS PERMIT WITH THE COUNTY, TO ALLOW THE DISTRICT TO CONDUCT DUE DILIGENCE ACTIVITIES REQUIRED TO DETERMINE THE VIABILITY OF THE SITE FOR THE BOARD'S INTENDED USE;
- 3) FINALIZE NEGOTIATIONS AND EXECUTE ANY OTHER DOCUMENTS THAT MAY BE REQUIRED TO EFFECTUATE THE IMPLEMENTATION OF THE MIDDLE/HIGH SCHOOL SCIENCE/ZOO MAGNET PROGRAM AT THE ZOO; AND
- 4) GRANT OR DENY ALL APPROVALS REQUIRED UNDER THE JOINT USE AGREEMENT AND SITE ACCESS PERMIT, INCLUDING RENEWING, EXTENDING, CANCELLING OR TERMINATING THE JOINT USE AGREEMENT AND/OR SITE ACCESS PERMIT

**COMMITTEE: FACILITIES AND CONSTRUCTION REFORM**

**LINK TO STRATEGIC FRAMEWORK: FINANCIAL EFFICIENCY/STABILITY**

**Background**

Since 1988, the District has utilized four (4) portable classrooms at the Zoo Miami facility ("Zoo"), pursuant to a Joint Operating Agreement ("Former Agreement") with Miami-Dade County ("County"), as part of the Science/Zoo Magnet Program at Richmond Heights Middle School ("Magnet Program"). The Former Agreement expired on May 31, 2014, but uninterrupted use was facilitated through December 31, 2014, via the execution of a temporary permit ("Temporary Permit"), to allow the parties sufficient time to finalize negotiations and execute a new Joint Use Agreement.

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Prior to the expiration of the Former Agreement, the County advised the District that it would be required to relocate the four (4) portable classrooms housing the middle school magnet program from their current location, to an alternate site within the Zoo facility, at the District's sole cost and expense. In addition, beginning with the 2014-15 school year, the District will add a high school component to the magnet program at the Zoo, which requires the installation of new portable classrooms to accommodate both the middle and high school magnet programs ("Middle/High School Magnet Programs"). In this regard, the Office of School Choice and Parental Options has secured a Magnet Program Assistance Program grant, to provide funds for the operation of the expanded program for a three-year period.

Accordingly, it will be necessary for the parties to enter into a new Joint Use Agreement ("New Agreement") to provide for the installation of new portable classrooms, and long-term operation of the Middle/High School Magnet Programs at the Zoo. The District shall be responsible, at its sole cost and expense, for all work necessary to install up to thirteen (13) portable classrooms ("Portables"). The Portables will be installed in multiple phases, as additional grade levels are added, within the location depicted on the accompanying location map, hereinafter referred to as the demised area. The first phase (consisting of one science lab, 4 classrooms and one restroom building) will replace the portable classrooms currently serving the middle school magnet program, as well as provide for the first year of the new high school magnet component. Future phases shall be coordinated and scheduled with the County to assure minimal impact on Zoo operations.

The District will continue to operate the Magnet Program at the existing location through December 31, 2014, under the auspices of the Temporary Permit. This will provide sufficient time for the parties to finalize the New Agreement, and for the District to install/construct the facilities at the new location. The Temporary Permit will terminate effective with the commencement of the New Agreement.

### **New Agreement**

Accordingly, it is recommended that the Board enter into the New Agreement with the County containing, substantially, the following terms and conditions:

- an initial term of twenty (20) years, with two ten-year renewal terms, at the mutual agreement of the parties;
- the Temporary Permit shall terminate effective with the commencement of the New Agreement;
- the rental rate for placement of the Board-owned portable classrooms on Zoo grounds will be \$1 per year;
- the Board shall have exclusive use of the demised area for the installation and operation of up to thirteen (13) Portables for the Middle/High School Magnet Programs;

- as indicated above, the Portables shall be installed by the Board in multiple phases. The first phase will replace the portable classrooms currently serving the middle school magnet program, as well as provide for the first year of the new high school magnet component. Future phases shall be coordinated and scheduled with the County to assure minimal impact on Zoo operations;
- the work shall be performed in compliance with all applicable laws, rules and regulations. Unless otherwise agreed to by the parties, the County's Building Department shall be the entity responsible for reviewing and approving all construction documents, issuing permits for construction and providing final acceptance of the work;
- the Board shall have use of the demised area at all times for the operation of the Middle/High School Magnet Programs;
- the Board shall have right of ingress and egress across roadways, alleys, parking lots and other driving surfaces controlled by the Zoo, as well as mutually agreed to portions of the Zoo facility necessary for the Board to gain access to the demised area;
- the Board shall also have use of designated portions of the Zoo parking facilities, and a designated location in close proximity to the demised area for drop-off/pick-up of District students utilizing school buses associated with the Middle/High School Magnet Programs;
- the Board shall be responsible for all maintenance, repair and upkeep of the demised area, including the Portables. In addition, the Board shall collect and dispose of garbage and litter within the demised area, and provide all routine custodial or janitorial services in compliance with the Board's standard operating procedures and frequency of service;
- the Board shall be responsible for the cost of trash collection and all utilities serving the demised area. Where separate utility services and/or meters can be reasonably and economically installed, the Board shall establish and pay for such utility services. In the event separate utility services and/or meters cannot be reasonably and economically installed, as mutually agreed to by the parties, the parties may either establish a rate for the Board to reimburse the County, or the Board may connect to the County's existing utility services, via the installation of sub-meter(s), and reimburse the County for the Board's portion of the County's utility bill(s) at the same rate as paid by the County;
- the Board may cancel the New Agreement, without cause or penalty, by giving the County one hundred and eighty (180) days prior written notice. In addition, the Board may cancel the New Agreement in the event of default by the County, which default is not cured within the applicable timeframes, or damage or

destruction to the demised area, other than damage or destruction caused by the County;

- the County may not cancel the New Agreement during the first ten (10) years of the initial lease term, other than for default on the part of the Board, which default is not cured within the applicable timeframes, or if the Board assigns or sublets the demised area without the County's prior written consent. Thereafter, the County may cancel the New Agreement, without cause or penalty, by giving the Board one hundred and eighty (180) days prior written notice. However, the effective date of such cancellation shall not fall during the then current school year. In addition, the County may cancel the New Agreement in the event of default by the Board, which default is not cured within the applicable timeframes;
- the parties shall each indemnify and hold the other 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 New Agreement;
- the Board shall have the right to construct additional improvements within the demised area, at the Board's cost and expense, subject to the prior written approval of the County or designee;
- 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 all may be further amended from time to time and to the extent required by applicable law;
- in the event of damage or destruction of all or portions of the demised area, other than damage or destruction caused by the County, the Board may, at its sole option, either cancel the New Agreement, or repair or replace the damaged facilities, at the Board's expense;
- damage or destruction to the demised area sustained as a result of the actions of the County, shall be repaired by the County, at the County's expense; and
- for purposes of the New Agreement, 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 New Agreement, including, without limitation, renewing, extending, canceling and/or terminating the New Agreement, establishing use schedules, modifying the areas or periods of use, establishing construction access areas, establishing the demised area, reviewing and approving all matters relating to the Board's construction and/or installation of portable classrooms or any other additional improvements on the demised area, and placing the County in default.

### **Site Access Permit**

Prior to installation of the Portables, the District will need to access the proposed demised area to conduct site testing, survey work and other activities directly related to determining the viability of the area for the Board's intended use. The County has agreed to allow the District to access the demised area for such purpose via the execution of a Site Access Permit ("Access Permit").

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

- the Access Permit will commence upon execution by the parties and shall terminate effective with the commencement of the New Agreement;
- the Board will have access to the demised area to conduct such site testing and survey work required to determine the viability of the area for the Board's intended use;
- the Board shall indemnify and hold harmless the County, to the extent and within the limitations of Florida Statute; and
- the Board's consultant/vendor will provide the same indemnification to the County as required by the Board, and will list the County as additional insured on its liability insurance.

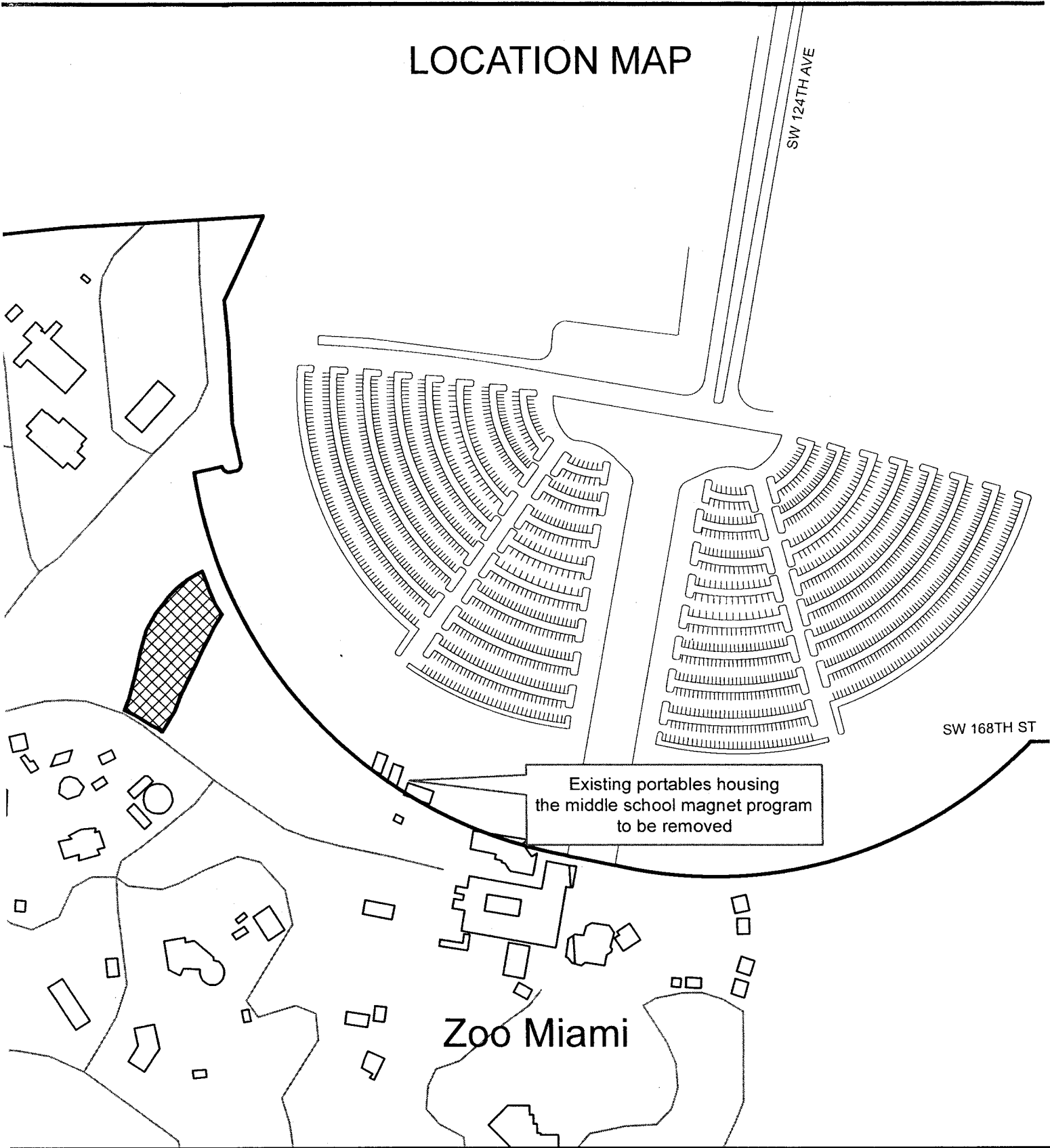
The New Agreement, Access Permit and any other documents that may be required to effectuate the implementation of the Middle/High School Science/Zoo Magnet Programs at the Zoo will be reviewed by the School Board Attorney's Office and the Office of Risk and Benefits Management prior to execution. The Region Superintendent, South Region Office and the Administrative Director of Schools of Choice and Parental Options concur with entering into the New Agreement.

**RECOMMENDED:** That The School Board of Miami-Dade County, Florida, authorize the Superintendent to:

- 1) finalize negotiations and execute a Joint Use Agreement with Miami-Dade County ("County"), to allow the District to install portable classrooms within the Zoo Miami facility ("Zoo"), for the operation of a Middle/High School Science/Zoo Magnet Program under, substantially, the terms and conditions noted above;
- 2) finalize negotiations and execute a Site Access Permit with the County, to allow the District to conduct activities required to determine the viability of the site for the Board's intended use under, substantially, the terms and conditions noted above;
- 3) finalize negotiations and execute any other documents that may be required to effectuate the implementation of the Middle/High School Science/Zoo Magnet Program at the Zoo; and
- 4) grant or deny all approvals required under the Joint Use Agreement and Site Access Permit, including renewing, extending, cancelling or terminating the Joint Use Agreement and/or Site Access Permit.

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# LOCATION MAP



Existing portables housing the middle school magnet program to be removed

Zoo Miami

**Legend**

 demised area to house the combined middle and senior high school programs

  
N  
S  
Not to scale