

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

SUBJECT:

- 1) **AUTHORIZE THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND FOR THE CHAIR AND SECRETARY TO EXECUTE A TEMPORARY NON-EXCLUSIVE CONSTRUCTION EASEMENT AGREEMENT ("CONSTRUCTION EASEMENT") WITH MIAMI-DADE COUNTY ("COUNTY") IN ORDER TO ALLOW THE COUNTY TO ACCESS A PORTION OF THE ERNEST R GRAHAM K-8 ACADEMY PLAYFIELD, LOCATED AT 7330 WEST 32 AVENUE, HIALEAH, FLORIDA 33018, TO PROVIDE IMPROVEMENTS TO AN EXISTING ADJACENT COUNTY PUMP STATION; AND**

- 2) **AUTHORIZE THE SUPERINTENDENT TO GRANT OR DENY ALL APPROVALS REQUIRED UNDER THE CONSTRUCTION EASEMENT, INCLUDING EXTENDING THE CONSTRUCTION EASEMENT FOR A PERIOD NOT TO EXCEED 18 MONTHS, CANCELING OR TERMINATING THE CONSTRUCTION EASEMENT, AND PLACING THE COUNTY IN DEFAULT, AS MAY BE APPLICABLE**

COMMITTEE: FACILITIES AND CONSTRUCTION

LINK TO STRATEGIC BLUEPRINT: EFFECTIVE AND SUSTAINABLE BUSINESS PRACTICES

Background

The Board, at its meeting of September 10, 2008, authorized entering into a Temporary Construction Easement Agreement ("Temporary Easement") with Miami-Dade County ("County"), in order to allow the County to access a portion of the Ernest R Graham K-8 Academy ("School") playfield, located at 7330 West 32 Avenue, Hialeah, Florida 33018, to provide improvements to an existing Miami-Dade Water and Sewer Department ("WASD") Regional Sewage Pumping Station ("Pump Station") located adjacent to the School (see Attachment 1). The sewer line serving the Pump Station runs through an existing utility easement situated along the northern portion of the School ("Existing Utility Easement"). In order to make necessary improvements to the Pump Station, WASD requested temporary use of the area immediately adjacent to the Existing Utility Easement as a construction staging area and safety buffer zone. Due to unforeseen delays, the Pump Station improvements did not begin as scheduled, and the Temporary

Easement has expired. The County has now contacted the District to advise it intends to begin the work shortly, and is requesting a new agreement to access the School site, on a temporary basis. This can be accomplished through a Temporary Non-exclusive Construction Easement Agreement.

Proposed Temporary Non-exclusive Construction Easement Agreement

The Deputy Superintendent/Chief Operating Officer, School Operations, recommends entering into a new agreement to allow WASD to access the School site, on a temporary basis, to make improvements to the Pump Station. Accordingly, it is recommended that the Board authorize entering into a Temporary Non-exclusive Construction Easement Agreement ("Construction Easement") with WASD under, substantially, the following terms and conditions:

- The proposed Construction Easement consists of approximately 19,485 square feet, or .45 acres, more or less, and is legally described in Exhibit "A" ;
- The County will ensure that the work area is fenced at all times and that the site will be restored to a safe, secure and usable condition at the completion of its improvements to the Pump Station;
- The Construction Easement shall be effective upon the date that the last of the Parties executes the document, and shall remain active until the Pump Station improvements are completed, but in no event later than September 30, 2019, unless the County requests an extension for a period not-to-exceed 18 months, which extension may be granted by the Superintendent, at his sole discretion;
- Prior to commencing any work within the impacted area, the County will submit construction plans for review by the District, to assure compliance with the terms of the Construction Easement;
- The County will coordinate commencement of the work within the impacted area with a minimum of 48-hours advance notice;
- The County will maintain full access to the School grounds during all days that the School is in session, from a period beginning one hour before classes begin and ending one hour after classes end;
- The County will comply with all applicable laws, ordinances and codes of all governmental authorities;
- In the event of any dispute, each Party shall pay its own Attorney fees and costs;
- During construction, the County shall require its construction contractor(s) to maintain Commercial General Liability insurance naming the Board as an additional insured, and providing continuous coverage for all work or operations performed under the Construction Contract; and

- The Superintendent of Schools shall be the party designated by the Board to grant or deny all approvals required by the Construction Easement, and may, at his sole option, extend the Construction Easement for a period not-to-exceed 18 months, upon receipt of a written request from the County.

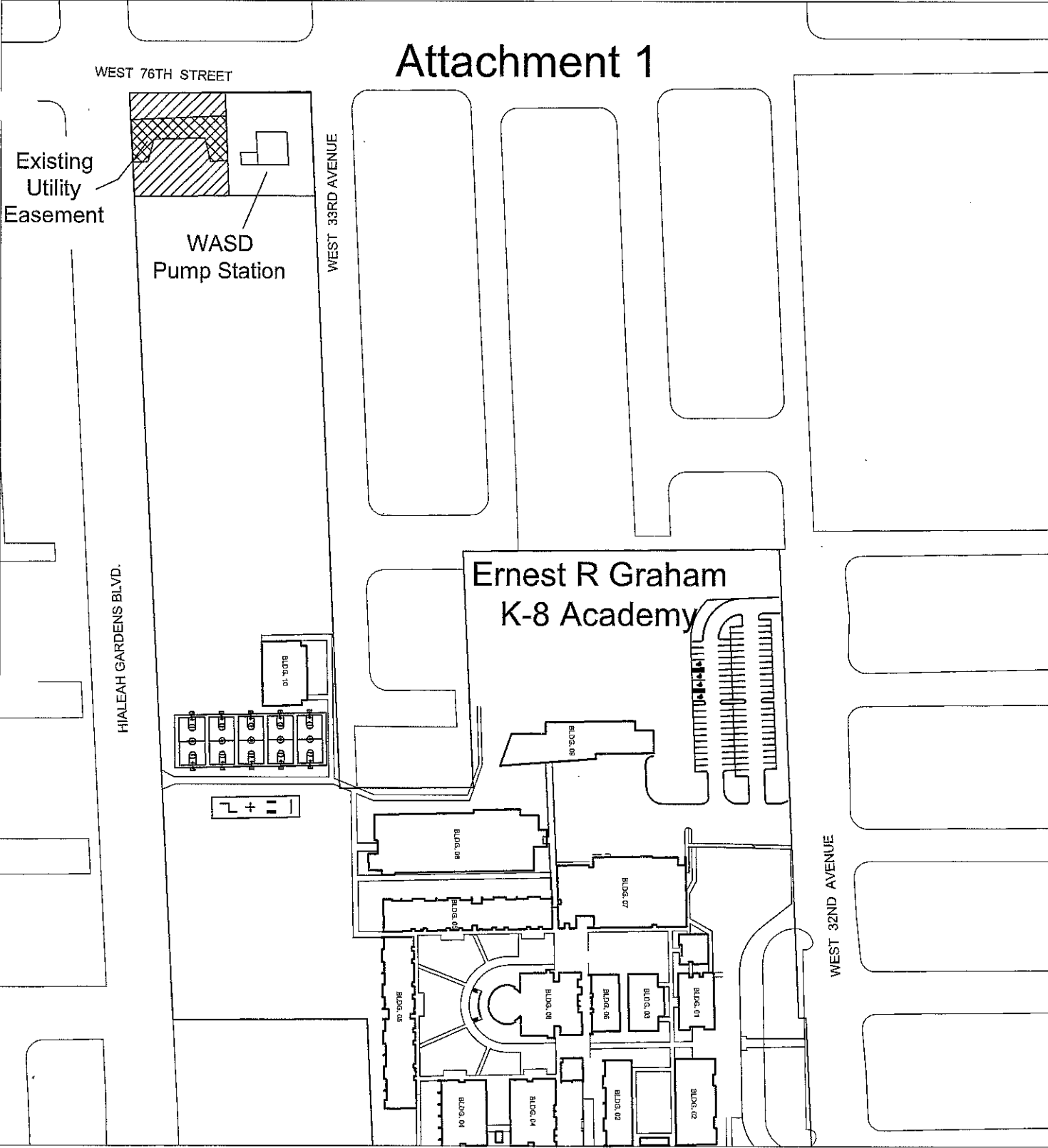
The proposed Construction Easement document has been reviewed by the School Board Attorney's Office and Office of Risk and Benefits Management for legal sufficiency and risk management issues, respectively, and found to be in compliance.

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

- 1) authorize the Superintendent to finalize negotiations and for the Chair and Secretary to execute a Temporary Non-exclusive Construction Easement Agreement ("Construction Easement") with Miami-Dade County ("County") in order to allow the County to access a portion the of Ernest R Graham K-8 Academy playfield, located at 7330 West 32 Avenue, Hialeah, Florida 33018, to provide improvements to an existing adjacent County pump station, under, substantially, the terms noted above; and
- 2) authorize the Superintendent to grant or deny all approvals required under the Construction Easement, including extending the Construction Easement for a period not-to-exceed 18 months, canceling or terminating the Construction Easement, and placing the County in default, as may be applicable.

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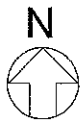
Attachment 1



Ernest R Graham
K-8 Academy

Legend

 Temporary Non-Exclusive Construction Easement



Not to scale

EXHIBIT A

CITY OF HIALEAH
MIAMI-DADE COUNTY / SEC. 25-52-40

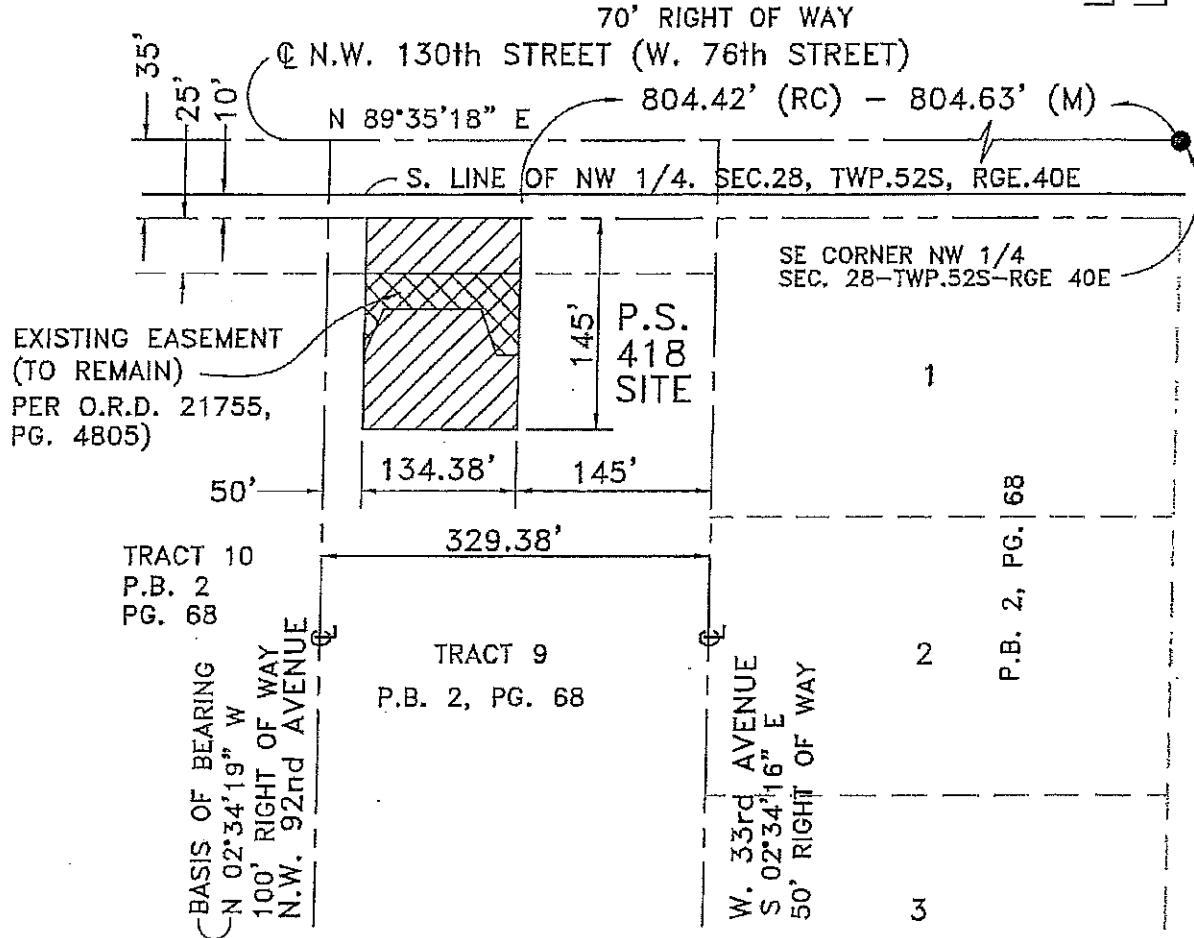


EXHIBIT "A"

ERNEST R. GRAHAM ELEMENTARY SCHOOL

LEGAL DESCRIPTION:

THE NORTH 145 FEET OF TRACT 9; OF "CHAMBER LAND COMPANY SUBDIVISION" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, AT PAGE 68; LESS THE WEST 50 FEET AND LESS THE EAST 145 FEET THEREOF; ACCORDING TO THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

NOTE:

- 1.-THIS IS NOT A SURVEY
- 2.- BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF S 02°34'16"E ALONG THE WEST LINE OF TRACT 9, PLAT BOOK 163, PG.54 "LAS FUENTES DEL PARAISO"
- 3.-SEC. DENOTES SECTION
- 4.-TWP. DENOTES TOWNSHIP
- 5.-RGE. DENOTES RANGE
- 6.-RC. DENOTES RECORDED DISTANCE
- 6.-M. DENOTES MEASURED DISTANCE

Esteban Ortiz
ESTEBAN ORTIZ
PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION NUMBER 1S5927

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

MIAMI - DADE WATER AND SEWER DEPARTMENT	
DATE: AUGUST 05, 2008	SCALE: N.T.S.
BR: 47236	SHEET S-026