

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

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

**COMMITTEE:** FACILITIES AND CONSTRUCTION

**LINK TO STRATEGIC BLUEPRINT:** EFFECTIVE AND SUSTAINABLE BUSINESS PRACTICES

Background Information

In 2013, the School Board and Florida International University (“FIU”) entered into a Master Joint Use Agreement (“Original MJUA”) to 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 Original MJUA expired this year and District and FIU staff have agreed to enter into an Amended and Restated Master Joint Use Agreement (“Amended & Restated MJUA”), which will serve to reinstate the terms and conditions of the Original MJUA in its entirety without interruption, and to amend and/or update certain standard provisions of the Original MJUA. The Amended & Restated MJUA will allow School Board and FIU sites to continue to be made available to both parties for educational and recreational purposes. Use of specific sites will continue to be facilitated through a Site Specific Use Request Form, which will set forth the periods and areas of use for each specific Board or FIU site to be utilized, maintenance responsibilities, and any other terms specifically related to use of the particular site.

Amended and Restated Master Joint Use Agreement

The Deputy Superintendent/Chief Operating Officer, School Operations, recommends entering into the Amended & Restated MJUA with FIU under, substantially, the following terms and conditions:

- an initial term of ten (10) years, 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 use of designated sites;
- 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, and complete and submit to the other party Site Specific Use Request Form(s), indicating the specific sites it wishes to use;
- 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 property owner, and 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);
- in addition to an event of default, which is not cured, either party may cancel the Amended & Restated 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 Amended & Restated 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 Amended & Restated MJUA, each party shall be responsible for its own attorney's fees and court costs through trials and appellate levels;

- for purposes of the Amended & Restated MJUA, the Superintendent of Schools or his/her designee shall be the party designated by the Board to grant or deny any and all approvals required by the Amended & Restated relating to construction within the FIU and/or Board sites, approving or disapproving the Site Specific Use Request Form(s), and any other operational issues; and
- in addition to the above, the Superintendent of Schools shall also be the party designated by the Board to execute any amendments to the Amended & Restated MJUA within the authority granted to the Superintendent by the Board in the Amended & Restated MJUA, and to grant or deny any approvals under the Amended & Restated MJUA, including placing FIU in default and renewing, extending, cancelling and/or terminating the Amended & Restated MJUA.

The proposed Amended & Restated MJUA, including the pro forma Site Specific Use Request Form, has been reviewed by the School Board Attorney's Office and the Office of Risk and Benefits Management for legal sufficiency and risk management issues, respectively, and found to be in compliance. A copy of the proposed Amended & Restated MJUA and pro forma Site Specific Use Request Form in their final form shall be made available for inspection and review by the public prior to the Board meeting.

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

- 1) execute an Amended and Restated Master Joint Use Agreement with Florida International University ("FIU"), setting forth the general parameters under which joint use of School Board and FIU facilities would be reviewed and facilitated on an as needed basis, and under, substantially, the terms and conditions noted above;
- 2) execute amendments to the Amended and Restated Master Joint Use Agreement within the authority granted to the Superintendent by the School Board in the Amended and Restated Master Joint Use Agreement; and
- 3) grant or deny all approvals required under the Amended and Restated Master Joint Use Agreement, including renewing, extending, cancelling or terminating the Amended and Restated Master Joint Use Agreement, approving Site Specific Use Request Form(s) and placing FIU in default, as may be applicable.

MCA:mca



**AMENDED AND RESTATED MASTER JOINT USE AGREEMENT**

**THIS AMENDED AND RESTATED MASTER JOINT USE AGREEMENT** (“**Agreement**”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of Florida (the “**BOARD**”), and THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES, by and on behalf of FIU, a public body corporate of the State of Florida (“**FIU**”). The BOARD and FIU are sometimes referred to in this Agreement individually as “**Party**” and collectively as the “**Parties**”

**WITNESSETH:**

**WHEREAS**, the BOARD and FIU are mutually interested in and concerned with providing and making available facilities for the use and benefit of the students of Miami-Dade County Public Schools (the “**District**”) and FIU; and

**WHEREAS**, the BOARD owns and has under its jurisdiction certain real property, which is used by the BOARD for educational and recreational purposes (individually referred to as a “**Board Site**” and collectively as “**Board Sites**”); and

**WHEREAS**, FIU owns and has under its jurisdiction certain real property, which is used by FIU for educational and recreational purposes (individually referred to as a “**FIU Site**” and collectively as “**FIU Sites**,” it being understood that FIU Athletic Sites are excluded from the definition of FIU Sites and this Agreement); and

**WHEREAS**, the BOARD and FIU entered into that certain Master Joint Use Agreement, dated March 29, 2013 (the “**Original MJUA**”), which MJUA expired on March 28, 2018; and

**WHEREAS**, the BOARD and FIU are desirous of entering into this Agreement to

reinstate the terms and conditions of the Original MJUA in its entirety without interruption, effective as of March 29, 2018, and to amend and/or update certain standard provisions of the Original MJUA, which will allow Board Sites and FIU Sites (excluding FIU Athletic Sites) (Board Sites and FIU Sites may collectively be referred to as the “Sites”) to continue to be made available to both Parties for educational and recreational purposes, under the terms and conditions outlined in this Agreement; and

**WHEREAS**, the BOARD and FIU agree that the purpose of this Agreement is to maximize efficient use of Sites and to outline the general terms under which each Party must govern itself while using the other Party’s Sites, and to provide a process for each Party to request use of the other Party’s Sites; and

**WHEREAS**, the BOARD and FIU agree that neither Party is guaranteeing the availability of Sites or specific terms applicable to use of a particular Site, except as specifically noted herein, but rather their respective representatives shall meet periodically to identify needs, availability and applicable terms, as outlined below; and

**WHEREAS**, the BOARD and FIU agree that this Agreement shall be subject to and shall not supersede any existing Agreements between the Parties and other entities related to use of their respective Sites; and

**WHEREAS**, Florida International University Board of Trustees, by and through its authorized designee(s) has approved this Agreement; and

**WHEREAS**, The School Board of Miami-Dade County, Florida has authorized this Agreement in accordance with Board Action No. \_\_\_\_\_, at its meeting of \_\_\_\_\_, 2018.

**NOW, THEREFORE**, for and in consideration of the sum of Ten and No/100 Dollars

(\$10.00), restrictions and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the BOARD and FIU agree as follows:

I.

RECITALS

The above recitals are true and correct and are incorporated herein by reference.

II.

DEMISED PREMISES

The BOARD and FIU agree that, unless otherwise provided for herein, Board Sites, or portions thereof, and FIU Sites, other than FIU Athletic Sites, or portions thereof, are potentially available for use by the Parties subject to availability and mutual written agreement of the Parties as to the terms and time-frames thereof and pursuant to the terms of this Agreement. Facilities available within Board Sites for use by FIU under this Agreement may consist generally of recreational facilities and amenities, auditoriums, and/or classroom space. Facilities available within FIU Sites for use by the BOARD under this Agreement may consist generally of recreational facilities and amenities, auditoriums, and/or classroom space.

III.

TERM

The initial term of this Agreement shall be five (5) years ("**Initial Term**"), commencing upon the date on which the last of the Parties initials or executes this Agreement (the "**Commencement Date**"), which date shall also be defined as the "**Effective Date**" of this Agreement.

IV.

SITE REQUEST/USE PROCESS

Representatives of the Board and FIU shall meet as needed, but not less than annually, and at least ninety (90) days prior to the beginning of the BOARD'S school year, to evaluate each Party's Site needs for the following school year. At least thirty (30) days prior to each meeting, the Board and FIU shall complete and submit to the other Party for review and approval by each Party's authorized approver(s) Site Specific Use Request Form(s), as set forth on Exhibit "A" attached hereto and made a part hereof, indicating the specific Sites it wishes to use, including proposed areas and periods of use, term, educational program to be offered, special needs and other related information, which approval shall not be unreasonably withheld. Should there be a conflict with the proposed use of a Site, then the property owner 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.

The Parties agree that in the event of a conflict between the terms of this Agreement and the terms of a Site Specific Use Request Form, the terms of this Agreement shall prevail.

## V.

### RENT/EXPENSES

Each Party shall pay an annual rental amount of one dollar (\$1.00) to the other Party for designated Site(s), including general purpose classroom space, mutually agreed upon by the Parties in writing, commencing on the Commencement Date, and on the anniversary of the Commencement Date each year thereafter. In addition, each Party shall also be responsible for reimbursing the other Party for a proportionate share of utility expenses applicable to their use of the other Party's Site if said use is beyond the normal and customary business hours of the property owner, 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 Request Form, as applicable. Each Party shall also 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 property owner shall identify the possible incremental expenses at the time the Site Specific Use Request Form is approved, as applicable.

All rent and other payments to the BOARD shall be made payable to **The School Board of Miami-Dade County, Florida**, and shall be remitted, without demand, to the following location:

**Miami-Dade County Public Schools  
Planning, Design and Sustainability  
Attention: Executive Director  
1450 N.E. 2<sup>nd</sup> Avenue, Room 525  
Miami, Florida 33132**

All rent and other payments to FIU shall be made payable to **Florida International University** and shall be remitted, without demand, to the following location:

**Florida International University  
Modesto Maidique Campus  
Attention: Provost & Executive Vice President  
11200 S.W. 8<sup>th</sup> Street, PC 526  
Miami, Florida 33199**

## VI.

### USE OF PREMISES

The individual Board Sites and FIU Sites shall be used solely by the Parties, their students, faculty, staff and invitees for the operation of educational and/or recreational programs, as applicable, and for no other purpose. The Parties covenant and agree to accept the Sites in

their “as-is”, “where-is” condition and basis with all faults as of the Commencement Date of this Agreement, and the Parties make no representations or warranties of any type or nature whatsoever, either expressed or implied, as to the usefulness, physical condition or appropriateness of the Sites for the other Party’s operations or any specific use. The Parties, by executing this Agreement, acknowledge that the other Party has made no representation whatsoever regarding such Party’s Sites. Neither Party shall be responsible for re-designing, modifying or changing its Sites and/or providing materials, goods, or, to meet legal or other requirements specifically applicable to the other Party, their Board of Trustees, employees, students, agents, representatives and/or invitees. Each Party specifically acknowledges and agrees that they shall be solely responsible for any and all expenses related to their use of the other Party’s Site. Further, each Party shall be solely responsible for insuring compliance with all applicable laws, rules and regulations specifically applicable to it during its use of the other Party’s Site. The Parties represent that they are each relying on and will continue to rely solely on their own investigations of the Sites in their decision to occupy or use them, and the Parties further acknowledge and agree that the Parties shall not indemnify each other in any way with respect to condition of the Sites. In the same fashion, the Parties shall accept any additional Sites they may occupy throughout the term of this Agreement in the condition they are in at the time of such occupancy. The provisions of this paragraph shall survive the expiration or the early termination or cancellation of this Agreement.

**A. BOARD SITES**

FIU acknowledges that because of the need to assure the safety of BOARD staff, students and faculty, maintain the security and integrity of Board Sites, and preclude vandalism of same, the BOARD reserves the unilateral right to limit or alter the means by which FIU may use a

Board Site or portions thereof, or may eliminate access to all or portions of the Board Site altogether.

In all instances, the Parties shall have a right of ingress and egress across other portions of the Sites for the purpose of gaining access to and use of the portion of each facility to be occupied.

**B. FIU SITES**

The BOARD acknowledges that because of the need to assure the safety of FIU students, faculty and staff, maintain the security and integrity of FIU Sites, and preclude vandalism of same, FIU reserves the unilateral right to limit or alter the means by which the BOARD may use a FIU Site or portions thereof, or may eliminate access to all or portions of the FIU Site altogether

In all instances, the Parties shall have a right of ingress and egress across other portions of the Sites for the purpose of gaining access to and use of the portion of each facility to be occupied.

**C. USE OF ADDITIONAL FACILITIES AT SITE**

In the event facilities not covered by this Agreement are used, the requesting Party agrees to be bound by all terms and conditions of this Agreement, including supervision and liability. Further, each Party agrees to comply with applicable policies, procedures, rules, regulations, and guidelines of the other Party, including, without limitation, BOARD Policies.

**D. ADDITIONAL RULES AND REGULATIONS FOR USE OF THE OTHER PARTY'S SITES**

The BOARD and FIU may promulgate and enforce reasonable rules and regulations governing their use of the FIU Sites and Board Sites respectively, and shall provide adequate

supervision of the Sites at all times that they conduct or sanction activities thereon. Any such additional rules and regulations will be agreed upon by the Superintendent of Schools or designee, and FIU or designee, and shall be memorialized in writing.

The Parties agree that they shall secure and lock all perimeter and parking lot gates, as required by the property owner, at the completion of their period of use, and shall remove all unauthorized vehicles stationed in the parking lots prior to the other Parties' period of use. The Parties shall remove said vehicles using all lawful means, and may post signs to facilitate same, after securing approval from the BOARD or designee, or FIU or designee, as applicable.

The sale or consumption of alcoholic beverages at any time, shall be prohibited on either Party's Site at all times.

Neither Party shall commit nor permit any violations of applicable laws, rules and regulations of the BOARD, FIU, County, City, State, or Federal Government upon the other Party's property.

## VII.

### IMPROVEMENTS TO SITES BY BOARD AND FIU

The BOARD and FIU, at their sole option, may construct additional recreational or educational facilities on their respective Sites, and maintain equipment related to the construction of any such facilities on their respective Sites, at such time as that Party determines such a need. The BOARD and FIU agree to notify the other in writing, with as much advance notice as possible, of their intent to construct such facilities. The Parties agree to cooperate in every reasonable way to minimize the disturbance to the peaceful possession and use of the Board Sites and FIU Sites by the other during any such construction activities.

Neither Party shall have the authority to construct any improvements, additions, and/or modifications on or at the other Party's Sites or within the facilities located thereon, without the prior written permission of the other Party. Additionally, neither Party shall install any fixtures, equipment, wiring or other items on or within the other Party's Site without the prior written permission of the other Party.

## VIII.

### MAINTENANCE AND CUSTODIAL SERVICES

Unless specified to the contrary in this Agreement or in the Site Specific Use Request Form, each Party shall be responsible for the operation and maintenance of its own Sites on a day to day basis. In addition, each Party shall provide all custodial or janitorial services of their respective properties. However, each Party shall remove litter and trash generated during their respective period of use on both the FIU Sites and Board Sites, prior to the other Party's next period of use.

Notwithstanding the above, both Parties reserve the right to promulgate and enforce reasonable rules and regulations regarding responsibility for maintenance at their own property.

## IX.

### INSURANCE

FIU shall, on or before the Commencement Date, provide the BOARD with confirmation of FIU'S self-insurance program. FIU shall at all times during the term of this Agreement, maintain such self-insurance program subject to the limitations included within Section 768.28, Florida Statutes.

The BOARD shall, on or before the Commencement Date, provide FIU with confirmation of the BOARD'S self-insurance program. The BOARD shall at all times during the term of this

Agreement, maintain such self-insurance program subject to the limitations included within Section 768.28, Florida Statutes.

**X.**

**UTILITIES AND OTHER SERVICES**

Utility costs and other services shall be in addition to the Rent Charge(s) assigned to each Site. Other than as specified in Article V or otherwise agreed to in writing by the Parties, FIU and the BOARD shall each pay all utility accounts serving their respective properties, including, without limitation, electricity, water, sewer, solid waste disposal, storm water and trash pick-up.

**XI.**

**INDEMNIFICATION AND HOLD HARMLESS**

FIU does hereby agree to indemnify and hold harmless the BOARD, to the extent of the limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby FIU shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by FIU arising out of the same incident or occurrence, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise as a result of the negligence of FIU. However, nothing herein shall be deemed to indemnify the BOARD from any liability or claim arising out of the negligent performance or failure of performance of the BOARD or as a result of the negligence of any unrelated third party.

The BOARD does hereby agree to indemnify and hold harmless FIU, to the extent of the limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the BOARD shall not be held liable to pay a personal injury or property damage

claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the BOARD arising out of the same incident or occurrence, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise as a result of the negligence of the BOARD. However, nothing herein shall be deemed to indemnify FIU from any liability or claim arising out of the negligent performance or failure of performance of FIU or as a result of the negligence of any unrelated third party.

The provisions of this Article shall survive the expiration or early termination or cancellation of this Agreement. Nothing in this Agreement is intended to operate as a waiver of either Party's sovereign immunity.

## XII.

### NO LIABILITY FOR PERSONAL PROPERTY

The Parties agree to insure or self-insure their interests in personal property to the extent each Party deems necessary or appropriate and hereby waive all rights to recovery for loss or damage of such property by any cause whatsoever. The Parties hereby waive all rights of subrogation under any policy or policies they may carry on property placed or moved on the Sites.

## XIII.

### LIABILITY FOR DAMAGE OR INJURY

Subject to the limitations included within Section 768.28, Florida Statutes, the BOARD shall not be liable for any damage or injury which may be sustained by FIU or any persons on the Sites during FIU'S period of use, other than damage or injury resulting from the negligent performance or failure of performance on the part of the BOARD, its agents, representatives or

employees, or failure of the BOARD to perform its covenants under this Agreement. The BOARD shall not be responsible or liable for any loss of business, consequential damages or any other damages arising from acts of God.

Subject to the limitations included within Section 768.28, Florida Statutes, FIU shall not be liable for any damage or injury which may be sustained by the BOARD or any persons on the Sites during the BOARD'S period of use, other than damage or injury resulting from the negligent performance or failure of performance on the part of FIU, its agents, representatives or employees, or failure of FIU to perform its covenants under this Agreement. FIU shall not be responsible or liable for any loss of business, consequential damages or any other damages arising from acts of God.

#### XIV.

#### ASSIGNMENT AND SUBLETTING

Except as otherwise provided, neither Party shall, at any time during the term of this Agreement, sublet in part or whole the Sites, or assign, transfer, mortgage, pledge, hypothecate or otherwise dispose of their interest in this Agreement or any portion or part thereof, or allow any other individual or entity to operate or manage the Sites, or permit the Board Sites or FIU Sites to be occupied by other persons, firms, corporations, or governmental units, without the prior written consent of the Parties, which may be withheld at each Party's sole discretion. Any unauthorized assignment, sublet or otherwise, shall constitute a default under this Agreement, and may result in the automatic termination of this Agreement for cause, irrespective of Article XVII of this Agreement.

#### XV.

#### EXTENSION OF TERM



If not in default in performance of the obligations set forth in this Agreement, either Party shall have the right to extend the term of this Agreement, under the same terms and conditions set forth herein, for two (2) additional terms of five (5) years each from the expiration of the Initial Term or any renewal thereof, with the mutual agreement of the other Party, provided such Party gives written notice to the other Party at least sixty (60) days prior to the expiration of the then current term. Approval of such renewal request shall not be unreasonably withheld. The Parties further acknowledge and agree that any extension of the term shall be accomplished through the execution by the Parties of an amendment to the Agreement.

#### **XVI.**

#### **CANCELLATION**

In addition to the provisions of Articles XVII and XXIX, the BOARD and FIU shall have the right to cancel this Agreement without cause or penalty, by giving the other Party written notice at least six (6) months prior to the effective date of said cancellation. 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.

#### **XVII.**

#### **DEFAULT**

The BOARD shall notify FIU in writing regarding FIU'S failure to perform or to comply with the terms and condition of this Agreement. If FIU fails to cure the default within thirty (30) days after receiving written notice or does not provide the BOARD with a written response indicating the status of FIU's curing of the default and providing a mutually agreeable schedule to cure all defaults, said approval not to be unreasonably withheld, within thirty (30) days after

receiving written notice, the BOARD shall have the right to immediately terminate this Agreement, without penalty, upon ten (10) days additional written notice to FIU.

FIU shall notify the BOARD in writing regarding the BOARD'S failure to perform or to comply with the terms and conditions of this Agreement. If the BOARD fails to cure the default within thirty (30) days after receiving written notice or does not provide FIU with a written response indicating the status of the BOARD'S curing of the default and providing a mutually agreeable schedule to cure all defaults, said approval not to be unreasonably withheld, within thirty (30) days after receiving written notice, FIU shall have the right to immediately terminate this Agreement, without penalty, upon ten (10) days additional written notice to the BOARD.

#### **XVIII.**

#### **PEACEFUL POSSESSION**

Subject to the terms, conditions and covenants of this Agreement, both Parties agree that the other Party shall and may peaceably have, hold and enjoy the above described Board Sites and FIU Sites, without hindrance or interference by the other Party.

#### **XIX.**

#### **RIGHT OF ENTRY**

Other than in the event of an emergency and subject to the provisions of Article XXXI, after first providing reasonable notice to FIU, the BOARD, or any of its agents, representatives or employees, shall have the right to enter the Board Sites during FIU'S period of use to examine same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation of the Board Sites, provided such activities do not unreasonably interfere with FIU'S use of the Board Sites.

Other than in the event of an emergency and subject to the provisions of Article XXXI, after

first providing reasonable notice to the BOARD, FIU, or any of its agents, representatives or employees, shall have the right to enter the FIU Sites during the BOARD'S period of use to examine same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort or preservation of the FIU Sites, provided such activities do not unreasonably interfere with the BOARD'S use of the FIU Sites.

**XX.**

**TAXES AND REGULATORY COMPLIANCE**

FIU is tax exempt pursuant to the terms of the attached Certificate (see Exhibit "B"). FIU shall be responsible for the collection and payment of any taxes, fees or other assessments, including but not limited to sales tax and ad valorem tax, all licenses, permits or other taxes, which may be imposed on the Board Sites as a result of the leasing, use and occupancy of the Board Sites by FIU if applicable.

The BOARD is tax exempt pursuant to Florida Statute (see Exhibit "B"). The BOARD shall be responsible for the collection and payment of any taxes, fees or other assessments, including but not limited to sales tax and ad valorem tax, all licenses, permits or other taxes, which may be imposed on the FIU Sites as a result of the leasing, use and occupancy of the FIU Sites by the BOARD if applicable.

If at any time during the term of this Agreement, a jurisdictional entity imposes requirements for infrastructure improvements due to the use of a Board Site or FIU Site under this Agreement, which will impose material costs to either Party, the Parties shall have the automatic right to either terminate this Agreement or terminate its use of the specific Site immediately without any further liability except for payment of any outstanding rent and/or expenses, or make the required improvements at the expense of the Party choosing to do so.

**XXI.**

**SURRENDER OF PREMISES**

Except as otherwise provided in this Agreement, FIU agrees, at the expiration, termination or cancellation of this Agreement or any extension thereof, to promptly and peacefully surrender and deliver possession of the Board Sites to the BOARD in good order and repair and in as good or better condition as existed on the Commencement Date of this Agreement, ordinary wear and tear, damage by fire, windstorm or other Acts of God, and BOARD'S maintenance obligations hereunder excepted. FIU shall be required to promptly remove all of FIU'S personal property and other items belonging to FIU from the Board Sites. FIU shall promptly return all keys and other items belonging to the BOARD and shall coordinate with the BOARD to ensure a proper and timely surrender of the Board Sites. In addition, unless the applicable Site Specific Site Form(s) expressly provides otherwise, FIU shall be required, at the BOARD'S sole option, to remove any improvements or facilities constructed or installed by FIU within the Board Sites, and to restore the Board Sites to the same or better condition as existed before the Commencement Date of this Agreement, within ninety (90) days of the termination, cancellation or expiration of this Agreement, or other reasonable period of time agreed to by the Parties. In the event the BOARD elects to retain any or all of said improvements constructed by FIU within the Board Sites, FIU agrees to convey title to the improvements to the BOARD, without compensation due FIU. Any of FIU'S personal property not removed within ten (10) days after expiration, termination or cancellation of this Agreement shall be considered abandoned.

Except as otherwise provided in this Agreement, the BOARD agrees, at the expiration, termination or cancellation of this Agreement or any extension thereof, to promptly and

peacefully surrender and deliver possession of the FIU Sites to FIU in good order and repair and in as good or better condition as existed on the Commencement Date of this Agreement, ordinary wear and tear, damage by fire, windstorm or other Acts of God, and FIU's maintenance obligations hereunder excepted. The BOARD shall be required to promptly remove all of the BOARD'S personal property and other items belonging to the BOARD from the FIU Sites. The BOARD shall promptly return all keys and other items belonging to FIU and shall coordinate with FIU to ensure a proper and timely surrender of the FIU Sites. In addition, unless the applicable Site Specific Site Form(s) expressly provides otherwise, the BOARD shall be required, at FIU'S sole option, to remove any improvements or facilities constructed or installed by the BOARD within the FIU Sites, and to restore the FIU Sites to the same or better condition as existed before the Commencement Date of this Agreement, within ninety (90) days of the termination, cancellation or expiration of this Agreement, or other reasonable period of time agreed to by the Parties. In the event FIU elects to retain any or all of said improvements constructed by the BOARD within the FIU Sites, the BOARD agrees to convey title to the improvements to FIU, without compensation due the BOARD. Any of the BOARD'S personal property not removed within ten (10) days after expiration, termination or cancellation of this Agreement shall be considered abandoned.

## XXII.

### AMENDMENTS

In addition to the requirements set forth elsewhere in this Agreement, the BOARD and FIU, by mutual agreement, shall have the right, but not the obligation, to amend this Agreement. Such amendments shall be effective only when signed by the BOARD and FIU and shall be incorporated as part of this Agreement in compliance with all applicable laws, including, without limitation,

Section 1013.15(1), F.S.

**XXIII.**

**NON-DISCRIMINATION**

The Parties agree that there will be no discrimination against any person based upon race, color, sex, religious creed, ancestry, national origin, mental or physical handicap, or as otherwise provided by law, in the use of the Board Sites and FIU Sites. It is expressly understood that upon a determination by a court of competent jurisdiction that discrimination in the use of the Board Sites and/or FIU Sites by a Party hereto has occurred, such event shall be treated as a Default hereunder.

**XXIV.**

**LEGAL FEES AND COURT COSTS**

In the event of any litigation between the Parties under this Agreement, each Party shall be responsible for its own attorney's fees and court costs through trials and appellate levels. The provisions of this paragraph shall survive the expiration or early termination or cancellation of this Agreement.

**XXV.**

**CONSTRUCTION OF AGREEMENT**

This 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.

**XXVI.**

**SEVERABILITY**

In the event any paragraph, clause or sentence of this Agreement or any future amendment thereto is declared invalid by a court of competent jurisdiction, such paragraph, clause or sentence

shall be stricken from the subject Agreement and the balance of the Agreement shall not be affected by any deletion, provided to do so would not render interpretation of the Agreement provisions ambiguous or a nullity.

**XXVII.**

**WAIVER**

No waiver of any provision shall be deemed to have been made unless such waiver is in writing and signed by the BOARD or FIU. The failure of any Party to insist upon strict performance of any of the covenants, provisions or conditions of this Agreement shall not be construed as waiving or relinquishing any such covenants, provisions or conditions, but the same shall continue and remain in full force and effect.

**XXVIII.**

**NOTICE AND GENERAL CONDITIONS**

A. All notices or communications under this Agreement by either Party to the other (“Notice”), shall be sufficiently given or delivered if dispatched by (1) certified U.S. mail, postage pre-paid, return receipt requested, (2) hand delivery, (3) Federal Express or other comparable overnight mail service, (4) telephone facsimile transmission with transmission receipt, or (5) electronic mail to the following addresses, or as the same may be changed in writing from time to time:

In the case of notice or communication to BOARD:

The School Board of Miami-Dade County, Florida  
c/o Superintendent of Schools  
School Board Administration Building  
1450 N.E. Second Avenue, Room 912  
Miami, Florida 33132  
Fax: 305-995-1488  
Email:

With a copy to:

Miami-Dade County Public Schools  
Planning, Design and Sustainability  
Attention: Chief Facilities Officer  
1450 N.E. Second Avenue, Room 923  
Miami, Florida 33132  
Fax: 305-995-4760  
E-mail: [JTorrens@dadeschools.net](mailto:JTorrens@dadeschools.net)

With a copy to:

The School Board of Miami-Dade County, Florida  
School Board Attorney's Office  
1450 NE 2<sup>nd</sup> Avenue, #400  
Miami, FL 33132  
Attn: School Board Attorney  
Fax: 305-995-1412  
E-mail: [Walter.Harvey@dadeschools.net](mailto:Walter.Harvey@dadeschools.net) and [ACraft@dadeschools.net](mailto:ACraft@dadeschools.net)

In the case of notice or communication to FIU:

Florida International University,  
Modesto Maidique Campus  
Office of the Provost  
11200 SW 8<sup>th</sup> Street, PC 526  
Miami, FL 33199  
Attention: Provost & Executive Vice President  
Fax: 305 348-2151  
E-Mail: [furtonk@fiu.edu](mailto:furtonk@fiu.edu)

With copies to:

Florida International University  
Modesto Maidique Campus  
Florida International University  
11200 SW 8<sup>th</sup> Street, PC 525A  
Miami, FL 33199  
Attention: Associate Vice President  
Fax: (305) \_\_\_\_\_  
E-mail: [Pablo.Ortiz@fiu.edu](mailto:Pablo.Ortiz@fiu.edu)



Florida International University  
Modesto Maidique Campus  
General Counsel's Office  
11200 SW 8<sup>th</sup> Street, PC 511  
Miami, FL 33199  
Attention: General Counsel  
Fax: (305) 348-3272  
E-Mail: [generalcounsel@fiu.edu](mailto:generalcounsel@fiu.edu)

B. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the Parties to this Agreement.

C. For purposes of this Agreement, the Superintendent of Schools or his/her designee shall be the party designated by the BOARD to grant or deny any and all approvals under this Agreement relating to construction within the FIU Sites and/or Board Sites, approving or disapproving the Site Specific Use Request Form(s), and any other operational issues.

D. In addition to the above, the Superintendent of Schools shall also be the party designated by the BOARD to execute any amendments to the Agreement within the authority granted to the Superintendent by the BOARD in this Agreement, and to grant or deny any approvals under this Agreement, including placing FIU in default and renewing, extending, canceling and/or terminating this Agreement as provided herein.

E. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. "Day" as used in this Agreement shall be defined as calendar day, unless otherwise provided.

Counsel for the BOARD and Counsel for FIU may deliver Notice on behalf of the BOARD and

FIU, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties of any change in name or address to which Notices shall be sent by providing the same pursuant to this provision.

## XXIX.

### DAMAGE AND DESTRUCTION

Other than damage and destruction caused by one Party, in the event one or more Board Sites or FIU Sites should be destroyed or so damaged by fire, windstorm or other casualty to the extent the facilities are rendered untenable or unfit for the purposes intended, the property owner may, at its sole option, either repair or replace the damaged/destroyed facilities at its sole cost and expense, or terminate the other Party's use of that particular Site, without any further liability to the other Party, by providing written notice to the other Party within forty-five (45) days from the date of such damage or destruction. If the property owner opts to repair or replace the damaged/destroyed facilities, the property owner shall cause all damaged/destroyed facilities or improvements to be repaired and placed in a safe, secure and useable condition, within one hundred eighty (180) days from the date of said damage or destruction, or other reasonable period of time as mutually agreed to by the Parties, which shall be determined based upon the scope and nature of the damages, costs of the necessary repairs and available funding for such repairs by the Party responsible. Should the damaged/destroyed facilities not be repaired and rendered tenantable within the aforementioned time period, then the Parties may enter into an Amendment to this Agreement to permit the other Party to make the necessary repairs, or terminate use of the particular Site.

Any damage or destruction sustained to the Sites where the property owner can clearly substantiate that the improvements were damaged or destroyed as a result of the actions of the other Party, shall be repaired by the other Party at such Party's sole cost and expense.

The BOARD and FIU agree that in the event of cancellation of the Agreement due to damage or destruction, each Party shall surrender the Board Sites or FIU Sites, as the case may be, to the other Party in compliance with Article XXI.

**XXX.**

**HAZARDOUS MATERIALS**

For purposes of this Agreement, the term “**Hazardous Substances**” shall include, but not be limited to, flammable substances, explosives, radioactive materials, asbestos, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic by Environmental Law. The term “**Environmental Law**” shall mean any law, ordinance, rule, order, decree, judgment, regulation and guideline (present and future), of any governmental, quasi-public authority and applicable board of insurance underwriters related to environmental conditions on, under, or about the Board Sites and FIU Sites, or arising from either Party’s use or occupancy of the other Party’s sites, including, but not limited to, soil, air and ground water conditions, or governing the use, generation, storage, transportation, or disposal of Hazardous Substances in, on, at, to or from the Sites. The term “**Hazardous Substances Discharge**” shall mean any deposit, spill, discharge, or other release of Hazardous Substance that occurs during the term, at or from the Sites, or that arises at any time from either Party’s use or occupancy of the other Party’s sites.

The Parties shall not cause or permit to occur: (a) any violation of any Environmental Law in the other Party’s sites or (b) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under, or about the other Party’s sites, or the transportation to or from the other Party’s sites of any Hazardous

Substance, except to the extent that such use (i) is reasonably necessary for the conduct of such Party's business in accordance with industry standards for the industry in which such Party operates and such Party has so notified the other Party in writing before commencement of such use or such use and quantities of Hazardous Substance in connection therewith are consistent with standard office practices (e.g., cleaning fluids, materials used in connection with photocopying and other standard office equipment and other similar office supplies), in which case no prior notice to the other Party shall be required and (ii) complies with all applicable Environmental Laws and such further requirements as the property owner shall reasonably impose.

The Parties shall, at their expense, comply with all applicable Environmental Laws with respect to the Sites. The Parties shall, at each Party's own expense, make all submissions to, provide all information required by and otherwise fully comply with all requirements of any governmental authority arising under Environmental Laws with respect to the other Party's sites during the term of this Agreement. If any governmental authority requires any clean-up or clean-up measures because of any Hazardous Substances Discharge demonstrated to have been caused by FIU with respect to the Board Sites, or by the BOARD with respect to the FIU Sites, then the responsible Party shall, at their own expense, prepare and submit the required plans and all related bonds and other financial assurances and shall carry out all such clean-up plans. The Parties shall promptly notify the other Party of any notices or communications received from any jurisdictional entity in relation to any environmental issues on the Sites, and shall promptly provide the property owner with all information reasonably requested by such Party regarding such Party's use, generation, storage, transportation or disposal of Hazardous Substances in or at the other Party's sites.

The provisions of this Article shall survive the expiration or early termination or cancellation of this Agreement. Nothing in this Agreement is intended to operate as a waiver of either Party's sovereign immunity.

**XXXI.**

**COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

The Parties shall comply with all applicable laws, rules, regulations, ordinances and codes of all governmental authorities, including, without limitation, BOARD Policies, the Florida Building Code, the Americans with Disabilities Act and the Jessica Lunsford Act to the extent applicable, as the same may be further amended and to the extent required by applicable law (collectively "Law(s)"). Notwithstanding this provision, neither Party shall be responsible for incurring any expenses or costs arising from a Law which is applicable only to the other Party.

**XXXII.**

**SUBORDINATION**

As related to Board Sites and FIU Sites, this Agreement is and shall be subject and subordinate to any conveyance and ground or underlying leases or other agreements and the rights of the BOARD and FIU respectively under those leases and to all financing that may now or hereafter affect the leases or the Board Sites and FIU Sites, and to all renewals, modifications, consolidations, replacements and extensions thereof. In addition, this Agreement shall be subordinate to existing agreements applicable to each Party's Sites. This provision shall be self-operative and no further instrument of subordination shall be necessary. However, in confirmation of this subordination, FIU and the BOARD, as applicable, shall execute promptly any certificate that the other Party may request.

**XXXIII.**

**FLORIDA PUBLIC RECORDS LAW; AUDITS AND INSPECTIONS &**

**ACCESS TO RECORDS**

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. The Parties understand the broad nature of these laws and agree to comply with Florida's Public Records Laws and laws relating to records retention.

Both Parties shall keep and maintain public records required to perform the duties and responsibilities contained herein. The Parties shall keep records to show its compliance with this Agreement. Both Parties, their contractors and subcontractors must make available, upon request of the other Party, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of such Party or its assigns, contractors or subcontractors which are directly pertinent to this specific Agreement for the purpose of making audit; examination, excerpts, and transcriptions. Upon request from a requesting Party, the other Party shall provide the requesting Party with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, as may be amended, or as otherwise provided by law. The Parties shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following the expiration or early termination or cancellation of this Agreement if the such Party does not transfer the records to the other Party. The Parties, its assigns, contractors and sub-contractors shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). The Parties, upon completion of the Agreement, shall transfer, at no cost to the

other Party, all public records in possession of each Party or keep and maintain public records required by the other Party to perform the service. If a Party transfers all public records to the other Party upon completion of the Agreement, such Party shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If a Party keeps and maintains public records upon completion of the Agreement, such Party shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the other Party, upon request from such Party's custodian of public records, in a format that is compatible with the information technology systems of the requesting Party.

Each party shall incorporate this provision into every contract that it enters into relating to the other party's Sites.

**IF FIU HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, [pr@dadeschools.net](mailto:pr@dadeschools.net), and 1450 NE 2 Avenue, Miami, Florida 33132.**

#### **XXXIV.**

##### **USE OF FACILITY AS A REVENUE GENERATOR**

The BOARD shall at all times retain the exclusive right to be the sole authorizer and recipient of revenue generators, in compliance with the BOARD'S Policies, relating to the Board Sites, including, without limitation, third party advertising or installation of wireless telecommunications facilities, provided such endeavors do not unreasonably interfere with FIU'S rights to peaceful enjoyment of the Board Sites.

FIU shall at all times retain the exclusive right to be the sole authorizer and recipient of revenue generators, in compliance with the FIU'S Policies, relating to the FIU Sites, including,

without limitation, third party advertising or installation of wireless telecommunications facilities, provided such endeavors do not unreasonably interfere with the BOARD'S rights to peaceful enjoyment of the FIU Sites.

**XXXV.**

**REPRESENTATIONS**

FIU is a public body corporate of the State of Florida pursuant to the terms of Florida Statutes Section 1001.72, and FIU has full power to execute, deliver, and perform its obligations under this Agreement.

The execution and delivery of this Agreement, and the performance by FIU of its obligations under this Agreement, have been duly authorized by all necessary actions of FIU, and do not contravene or conflict with any rules, regulations, policies or laws governing FIU, or any other agreement binding on FIU. The individual(s) executing this Agreement on behalf of FIU has/have full authority to do so.

The BOARD is a body corporate and politic existing under the laws of the State of Florida, and the BOARD has full power to execute, deliver, and perform its obligations under this Agreement. The execution and delivery of this Agreement, and the performance by the BOARD of its obligations under this Agreement, have been duly authorized by all necessary action of the BOARD, and do not contravene or conflict with any rules, regulations, policies or laws governing the BOARD, or any other agreement binding on the BOARD. The individual(s) executing this Agreement on behalf of the BOARD has/have full authority to do so.

**XXXVI.**

**MISCELLANEOUS PROVISIONS**

A. RECORDATION: This Agreement shall not be recorded by either Party.



- B. EMINENT DOMAIN: If one or more Board Sites or FIU Sites are taken in the exercise of the power of eminent domain, this Agreement shall terminate for that particular Site on the date title vests in the taking authority. Utility Expenses will be prorated to the date of termination. The Parties may pursue all available remedies for the taking but will have no interest in the award made to the property owner.
- C. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- D. TIME IS OF THE ESSENCE: Time is of the essence in the performance of this Agreement.
- E. WAIVER OF TRIAL BY JURY: The Parties waive trial by jury in any action, proceeding or counterclaim brought by either Party against the other with respect to any matter arising under this Agreement or the Parties use or occupation of the Board Sites and FIU Sites.
- F. BROKERS: FIU represents that there are no brokers, salesmen or finders involved in the transaction contemplated by this Agreement. If any other claim for a brokerage fee or commission in connection with this transaction is made by any broker, salesman or finder claiming to have dealt by, through or on behalf of FIU ("**Indemnitor**"), and in consideration of the mutual promises contained in this Agreement, Indemnitor shall indemnify, defend and hold harmless the BOARD ("**Indemnitee**"), and Indemnitee's officers, directors, agents and representatives, from and against any and all liabilities,

damages, claims, costs, fees and expenses whatsoever with respect to said claim for brokerage. The provisions of this Paragraph shall survive the expiration or earlier termination or cancellation of this Agreement.

The BOARD represents that there are no brokers, salesmen or finders involved in the transaction contemplated by this Agreement. If any other claim for a brokerage fee or commission in connection with this transaction is made by any broker, salesman or finder claiming to have dealt by, through or on behalf of the BOARD ("**Indemnitor**"), and in consideration of the mutual promises contained in this Agreement, Indemnitor shall indemnify, defend and hold harmless FIU ("**Indemnitee**"), and Indemnitee's officers, directors, agents and representatives, from and against any and all liabilities, damages, claims, costs, fees and expenses whatsoever with respect to said claim for brokerage. The provisions of this Paragraph shall survive the expiration or earlier termination or cancellation of this Agreement.

G. PROMOTION. Other than activities undertaken to promote each Party's programs, the Parties shall not be permitted to use the other Party's sites for promotion or advertising of any type or nature whatsoever.

H. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one Agreement.

I. SOVEREIGN IMMUNITY: No provision contained in this Agreement shall be deemed a waiver of the BOARD'S or FIU'S sovereign immunity.

**XXXVII.**

**ENTIRE AGREEMENT**

This Agreement and all Exhibits attached hereto, as those Exhibits may be substituted from time to time as provided for herein, constitute the entire agreement between the Parties and supersedes all previous negotiations, and it may be modified only by an agreement in writing signed by the BOARD and FIU.

INDIVIDUAL SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the BOARD and the FIU have caused this Agreement to be executed by their respective and duly authorized officers the day and year first written above.

Signed, Sealed and delivered in the presence of:

**FIU:**

**THE FLORIDA INTERNATIONAL UNIVERSITY  
BOARD OF TRUSTEES**

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
FIU Attorney

Signed, sealed and delivered in the presence of:

**BOARD:  
THE SCHOOL BOARD OF MIAMI-DADE  
COUNTY, FLORIDA**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Alberto M. Carvalho  
Superintendent of Schools  
Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**TO THE BOARD: APPROVED AS  
TO RISK MANAGEMENT ISSUES:**

**RECOMMENDED:**

\_\_\_\_\_  
Office of Risk and Benefits Management  
Date: \_\_\_\_\_

\_\_\_\_\_  
Jaime G. Torrens  
Chief Facilities Officer  
Date: \_\_\_\_\_

**TO THE BOARD: APPROVED AS TO  
TREASURY MANAGEMENT ISSUES:**

**TO THE BOARD: APPROVED AS TO  
FORM AND LEGAL SUFFICIENCY:**

\_\_\_\_\_  
Office of Treasury Management  
Date: \_\_\_\_\_

\_\_\_\_\_  
School Board Attorney  
Date: \_\_\_\_\_

Exhibit "A"

Site Specific Use Request Form

**FIU Point of Contact:**

**School Board Point of Contact:**

Name: Jeffery Gonzalez

Name:

Title: Associate Vice President

Title:

Office Phone No.: (305) 348-2731

Office Phone No.:

E-Mail Address: jeff.gonzalez@fiu.edu

E-Mail Address:

**SITE SPECIFIC USE REQUEST FORM**

**THIS SITE SPECIFIC USE REQUEST FORM** (hereinafter referred to as the "Use Form") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between \_\_\_\_\_ (the "Approving Party") and \_\_\_\_\_ (the "Requesting Party")

pursuant to that certain Master Joint Use Agreement between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of Florida (hereinafter referred to as the "Board"), and FLORIDA INTERNATIONAL UNIVERSITY, BOARD OF TRUSTEES, by and on behalf of FIU, a public body corporate of the State of Florida (hereinafter referred to as "FIU"), dated \_\_\_\_\_, 201\_\_\_\_ (hereinafter referred to as the "MJUA"). The BOARD and FIU are sometimes referred to in this Use Form individually as "Party" and collectively as the "Parties".

The Requesting Party hereby requests use of the Site, excluding FIU Athletic Sites, (hereinafter referred to as the "Site") specified below under the following terms and conditions (indicate N/A in all instances where it is Not Applicable):

1. Site Name and Address (include building name/designation and room numbers as applicable): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

a. Classroom Space Needs: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

b. Ancillary Space Needs: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

c. Other Spaces Needs: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Description of program(s) to be operated at Site: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Proposed Daily Periods of Use: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Proposed Duration/Term of Use: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Special Considerations or Requirements: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Pursuant to Article V (RENT/EXPENSES) of the MJUA, the amount of utility expenses to be paid by the Requesting Party for use of the Site, if any, as determined jointly by FIU and the Board, shall be as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



8. Pursuant to Article V (RENT/EXPENSES) of the MJUA, the Requesting Party shall be responsible for paying the Approving Party for any rental fees, as applicable, and expenses required to be paid by the Requesting Party for use of a Site, (e.g., staff overtime costs, rent, parking, security). Notwithstanding this provision, FIU and the School Board may agree to limit the charge for specified Sites mutually agreed upon in writing (i.e. general classroom space) to \$1.00 a year plus incremental documented expenses.

The Approving Party's estimate of the rent fees (if applicable) and expenses required to be paid for the requested Site are broken down as follows: \_\_\_\_\_

\_\_\_\_\_

9. Parking: The Requesting Party's Parking Needs are as follows: \_\_\_\_\_

\_\_\_\_\_

10. Except as otherwise provided in this Use Form, the Requesting Party shall use the Site in compliance with all terms and conditions of the MJUA.

**SIGNATURE PAGES FOLLOW**

IN WITNESS WHEREOF, the Board and FIU have caused this Use Form to be executed by their respective and duly authorized representatives the day and year first hereinabove written.

**REQUESTING PARTY:**

**APPROVING PARTY:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Office Phone No. \_\_\_\_\_  
Cellular Phone No. \_\_\_\_\_  
Email Address: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Office Phone No. \_\_\_\_\_  
Cellular Phone No. \_\_\_\_\_  
Email Address: \_\_\_\_\_

**Emergency contact information for**

**Emergency contact information for**

**Requesting Party On-Site Representative:**

**Approving Party (if required):**

Name/Title: \_\_\_\_\_  
Department: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Cellular Phone No.: \_\_\_\_\_  
Email address: \_\_\_\_\_

Name/Title: \_\_\_\_\_  
Department: \_\_\_\_\_  
Phone No.: \_\_\_\_\_  
Cellular Phone No.: \_\_\_\_\_  
Email address: \_\_\_\_\_

Exhibit "B"

FIU and Board Tax Exempt Certificates

