

Office of School Facilities  
Raul F. Perez, Chief Facilities Design & Construction Officer

**SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE AN AMENDMENT TO THE JOINT USE AGREEMENT BETWEEN THE SCHOOL BOARD AND THE VILLAGE OF KEY BISCAIYNE (“VILLAGE”), TO PROVIDE FOR THE DONATION OF \$40,000 TO THE SCHOOL BOARD BY THE VILLAGE TO BE USED BY THE DISTRICT TOWARDS THE INSTALLATION AND OPERATION OF SOLAR PANELS ON THE ROOFTOP OF THE CONCESSION/RESTROOM BUILDING AT THE MARITIME & SCIENCE TECHNOLOGY ACADEMY (“MAST”), LOCATED AT 3979 RICKENBACKER CAUSEWAY, KEY BISCAIYNE, FLORIDA**

**COMMITTEE: FACILITIES AND CONSTRUCTION**

**LINK TO STRATEGIC PLAN: EFFECTIVE AND SUSTAINABLE OPERATIONAL PRACTICES**

Background

The Board and Village of Key Biscayne (“Village”) entered into a Joint Use Agreement on September 6, 2013 (the “Agreement”), for the shared use, maintenance and operation of the recreational fields at Maritime & Science Technology Academy (“MAST”), located at 3979 Rickenbacker Causeway, Key Biscayne, for recreational purposes (the “Demised Premises”). At the request of the MAST Green Champion Energy Committee at MAST, the Village has authorized funding, in the amount of Forty Thousand Dollars (\$40,000) as a donation to the Board, to be used by the District towards the installation of solar panels (“Solar Panels”) on the rooftop of the concession/restroom building located within the Demised Premises at MAST. Total project cost for the installation of the Solar Panels is estimated at \$66,671, with the District to fund the portion over and above the Village donation, estimated at \$26,671. The Village Council, at its meeting of February 8, 2022, approved entering into an amendment to the Agreement for this purpose. The proposed amendment will allow for the installation of the Solar Panels within the Demised Premises at MAST, and to amend other terms and conditions of the Agreement to comply with current Board policy and standard lease provisions, as detailed below.

As a part of the Solar Panel installation process, it is anticipated that the District will include this equipment in Florida Power & Light’s Net Metering Program, with any excess energy produced by the Solar Panels to be applied to reduce the facility’s next monthly bill.

### Proposed Lease Agreement

The Chief Operating Officer, School Operations, recommends entering into an amendment to the Joint Use Agreement (“Amendment”) with the Village for this purpose. Accordingly, it is recommended that the Board authorize entering into an amendment to the Joint Use Agreement (“Amendment”), under, substantially, the following terms and conditions:

- Within thirty (30) days after the Effective Date of the Amendment, the Village shall provide funding, in hand, to the Board (“Village Funding”) in the amount of Forty Thousand Dollars (\$40,000), which amount shall be placed in an account specifically dedicated to the construction by the Board of the work;
- All expenses necessary to complete the work, in excess of the Village Funding, shall be the responsibility of the Board. This amount is estimated at \$26,671;
- Subsequent to receipt of the Village Funding, the Board shall finalize the design of the work, and award the construction contract;
- Any substantive change to the nature and scope of the work shall be mutually approved by the Parties or their authorized designees;
- The Board’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;
- At the completion of the work, the Solar Panels shall become the property of the Board, without compensation due to the Village;
- Subsequent to final acceptance of the work by the Board, the Board shall retain responsibility for maintenance of the Solar Panels, and for repair and/or replacement in the event of a casualty;
- The Village’s sole responsibility shall be to provide the Board with the Village Funding in the amount of Forty Thousand Dollars (\$40,000); and
- The Village shall comply with any applicable federal, state, county, or Board guidelines currently in place or that may be implemented, from time to time, related to the COVID-19 crisis at all times in the Village’s use of the Demised Premises.

The proposed Amendment 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.

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

- 1) finalize negotiations and execute an amendment to the Joint Use Agreement between the School Board and the Village of Key Biscayne (“Village”), to provide for the donation of \$40,000 to the School Board by the Village to be used by the District towards the installation and operation of solar panels on the rooftop of the concession/restroom building at the Maritime & Science Technology Academy, located at 3979 Rickenbacker Causeway, Key Biscayne, Florida, and substantially in conformance with the other terms and conditions set forth in the agenda item;
- 2) execute amendments to the Joint Use Agreement within the authority granted to the Superintendent by the Board in the Joint Use Agreement, and to grant or deny any approvals required by the Joint Use Agreement, including placing the Village in default, or renewing, extending, canceling or terminating the Joint Use Agreement; and
- 3) grant or deny all approvals or waivers required under the Joint Use Agreement dealing with construction of the improvements, changing periods or schedules of use, or any other routine operational issues.

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