

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

SUBJECT: AUTHORIZE THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE AN AMENDMENT TO THE JOINT USE AGREEMENT WITH MIAMI-DADE COUNTY FOR AN APPROXIMATE 14-ACRE BOARD-OWNED SITE UTILIZED BY THE COUNTY AS RON EHMANN PARK, LOCATED ADJACENT TO MIAMI KILLIAN SENIOR HIGH SCHOOL

COMMITTEE: FACILITIES AND CONSTRUCTION

LINK TO STRATEGIC PLAN: EFFECTIVE & SUSTAINABLE OPERATIONAL PRACTICES

Background

Since 1975, Miami-Dade County (“County”) has utilized an approximate 14-acre Board-owned site located at 10995 S.W. 97 Avenue, adjacent to the Miami Killian Senior High School campus (“School”), located at 10655 S.W. 97 Avenue, Miami, Florida, as Ron Ehmann Park (“Park”). The current term of the Joint Use Agreement (“JUA”) under which the County operates the Park, runs through March 2, 2049. Improvements on the Park currently include two basketball courts, one softball field, one soccer field, six lighted tennis courts, a walking path, and a recreation building, all funded and built by the County. The County has advised that the Park’s on-site parking lot is extremely limited and, due to the high demand for Park services, is unable to meet the needs of the community. In order to expand its parking facilities, the County has requested use of a limited portion of the School’s student parking lot, located immediately adjacent to the Park’s parking lot. Such use would be facilitated through the construction by the County, at its sole cost, of an 8-foot tall chain link fence to separate the requested area from the balance of the School’s parking lot. The fenced-off area would remain available to students at the School during School hours, and only be used by the County during non-School hours. The School principal and Region Superintendent have advised that this arrangement will not impact School operations or the safety of students, and have no objection to this initiative. In addition to amending the JUA to expand available Park parking onto a limited portion of the School’s parking lot, the amendment will allow the County to construct an enclosure for its existing trash dumpster located elsewhere in the Park, as well as include a number of provisions to comport with current Board policy and standard District contract provisions.

Proposed Amendment to the Joint Use Agreement

The Deputy Superintendent, Office of School Leadership & Performance, recommends amending the JUA to allow for the use by the County of a portion of the School’s parking lot, and for construction by the County of a dumpster enclosure, as set forth above. Accordingly, it is recommended that the Board authorize the Superintendent to

finalize negotiations and execute an Amendment to the JUA with the County (“Amendment”), under, substantially, the following terms and conditions:

- the premises to be used by the County as a part of its Ron Ehmann Park operations, will be expanded to include a limited portion of the School’s student parking lot. The School’s parking facilities may not be occupied and used by the County until the required fencing is installed, and the County receives written verification from the District that the School’s parking facilities may be utilized;
- the County, at its expense, shall install, or cause to be installed, a new chain-link fence with gates within a portion of the School’s southern parking lot, which new fence shall be a minimum of 8-feet in height, and shall define the northern boundary of the property to be used by the County under the JUA. In addition, the County shall install, or cause to be installed, a cinderblock enclosure for an existing trash dumpster located elsewhere on the Park;
- in addition to installing the required fencing and constructing the dumpster enclosure, the County may, with the prior written approval of the Board, or its designee, such approval to be issued at the sole discretion of the Board, modify existing recreational amenities and/or construct additional recreational amenities within the Park, at the County’s sole cost and expense; and
- the County shall be responsible for routine maintenance of the fence installed by the County on the School’s southern parking lot, and shall repair or replace the fence in the event of a casualty.

All other terms and conditions of the JUA shall remain in place, including the following:

- the JUA may be renewed for three (3) successive periods of ten (10) years each, with the mutual agreement of the parties;
- the School has use of all recreational amenities located on the Park during regular school hours on regular school days. The County has the right of use of the full Park site at all other times. The School may have additional use of the Park, after normal school hours, by reserving such use with the Park supervisor;
- the County shall supervise and control the Park and all facilities and equipment located thereon during times when not in use by the School, and the Park is open and available to the public;
- the County, at its sole cost and expense, shall keep and maintain the Park and all facilities and equipment located thereon safe and in a state of good repair at all times; and
- either Party may cancel the JUA, in whole or in part, at any time, with one year prior written notice.

The proposed Amendment has been reviewed by the School Board Office of the General Counsel 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 Amendment in its final form is attached hereto.

- 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 (“Agreement”) with Miami-Dade County (“County”) for an approximate 14-acre Board-owned site utilized by the County as Ron Ehmann Park (“Park”), located adjacent to Miami Killian Senior High School, 10655 S.W. 97 Avenue, Miami, Florida, under, substantially, the terms and conditions noted in the agenda item;
 - 2) grant or deny all approvals required by the Agreement dealing with routine Park/School operations, including coordination of construction or maintenance of recreational amenities on the property, and changing periods or locations of use; and
 - 3) execute amendments to the Agreement within the authority granted to the Superintendent by the Board in the Agreement, and to grant or deny any approvals required by the Agreement, including without limitation, authorizing construction by the County of additional recreational amenities within the property, amending any exhibits to the Agreement, placing the County in default, or renewing, extending, canceling or terminating the Agreement, as may be applicable.

SECOND AMENDMENT TO JOINT USE AGREEMENT

THIS SECOND AMENDMENT TO JOINT USE AGREEMENT (the "**Second Amendment**") is made and entered into this ___ day of _____ 2023, by and 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 MIAMI DADE COUNTY, FLORIDA, a political subdivision of the State of Florida (the "**County**"). The Board and County are sometimes referred to in this Second Amendment individually as "**Party**" and collectively as the "**Parties**."

WITNESSETH

WHEREAS, the County and Board entered into that certain Joint Use Agreement, dated March 3, 2009 (the "**Agreement**"), for an approximate 14-acre Board-owned site, known as Ron Ehmann Park ("**Park**"), located at 10995 SW 97 Avenue, unincorporated Miami-Dade County, adjacent to Miami Killian Senior High School ("**School**"); and

WHEREAS, County and Board entered into that certain First Amendment to Joint Use Agreement, dated March 29, 2017, which provided, among other matters, for the term of the Agreement to be extend through March 2, 2049; and

WHEREAS, the Parties are desirous of entering into this Second Amendment to expand the area used by the County under the Agreement, provide for the County to install fencing and construct a cinderblock enclosure for a dumpster, and make other modifications to the Agreement necessary to meet current Board criteria, under the terms and conditions set forth below; and

WHEREAS, the Board of County Commissioners of Miami-Dade County, by the adoption of Resolution No. _____ at its meeting of _____, 20__ approved this Second Amendment; and

WHEREAS, the School Board of Miami-Dade County, Florida, has authorized this Second Amendment in accordance with Board Item No. F-4, Board Action No. _____, at its meeting of October 11, 2023.

NOW, THEREFORE, for and in consideration of the conditions and covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Article I (PREMISES TO BE JOINTLY USED) is hereby amended to reflect that, effective with the Effective Date of Second Amendment (as such term is

defined below), Exhibit “B” shall be deleted and replaced with **Exhibit “B-1”**, which Exhibit “B-1” shall be attached hereto and remain a part hereof.

3. Article III (PREMISES TO BE JOINTLY USED) is hereby amended to reflect that, effective with the Effective Date of Second Amendment, the facilities set forth in the Agreement as Recreational Amenities (as such term is defined in the Agreement) shall be expanded to incorporate the parking area located within a portion of the School’s south parking lot, as set forth In Exhibit “B-1”. Notwithstanding this provision, the County acknowledges and agrees that the School’s parking facilities may not be occupied and used by the County until the County installs the required fencing, as set forth in Article VI, below, and the County receives written verification from the Board, through its authorized designee, that the School’s parking facilities may be utilized.

4. Article VI (IMPROVEMENTS; PARK MAINTENANCE) is hereby amended to add the following language:

“Effective with the Effective Date of Second Amendment, the Parties acknowledge and agree that the County, at its sole cost and expense, shall install, or cause to be installed, a new chain-link fence with gates within a portion of the School’s southern parking lot (“**Fence Work**”), which new fence shall be a minimum of 8 feet in height, and shall define the northern boundary of the Property to be used by the County under this Agreement. In addition, the County shall install, or cause to be installed, a cinderblock enclosure for an existing dumpster (“**Dumpster Enclosure**”), all generally in conformance with the site plan and associated details as set forth in **Exhibit “C”**, attached hereto and made a part hereof. The Parties further acknowledge and agree that, subsequent to completion of the construction of the Fence Work and Dumpster Enclosure, a copy of the Certificate of Occupancy, Certificate of Completion, or equivalent for this work, shall be attached hereto and become a part hereof as **Exhibit “D”**. The County acknowledges and agrees that Work, as defined below, shall include the above referenced Fence Work and Dumpster Enclosure, and construction of these improvements shall be completed in full compliance with the provisions set forth below.

In addition to the other maintenance provisions set forth herein, the Parties shall be responsible for removal of trash and litter from the jointly used School parking area generated during their respective periods of use. Further, the County, in addition to its other maintenance responsibilities, shall retain responsibility for routine maintenance and upkeep of the fence installed by the County as a part of its Fence Work.

In addition to the Fence Work and Dumpster Enclosure, the County may, with the prior written approval of the Board, or its designee, such approval to be issued at the sole discretion of the Board, modify existing Recreational Amenities and/or construct additional Recreational Amenities on the Property, at County’s sole cost and expense (any improvements to be constructed by the County within the Property as a part of this Second Amendment, or any future construction activities, are collectively referred

to herein as the “**Work**”). Unless otherwise waived by the Board, through its designee, County acknowledges and agrees that as a precondition to commencing any Work, County shall be responsible for payment to the Board of all costs borne by the Board for jurisdictional plan review, permitting, and inspections. County shall submit payment to the Board for the cost of such plan review, permitting and inspection services prior to commencement by the Board’s consultant of such services. Unless otherwise waived by the Board, through its designee, County further acknowledges and agrees that as a condition precedent to commencing any Work within the Property, County shall prepay to the Board Five Percent (5%) of the estimated cost of the Work for project management related tasks, including serving as the liaison between the Board and County for any design and construction activities within the Property. In that capacity, Board shall assist County in preconstruction services, jurisdictional plan review, and other services required to facilitate the Work. County shall provide funding to Board in the full amount charged for these services, prior to issuance by Board of construction permits. Additionally, County shall be responsible for all costs associated with design of the Work.

County agrees that no construction, major repairs, alterations or improvements on the Property may be undertaken unless the plans are first submitted to and approved in writing by the Board, or its designee, which Board may approve or disapprove at its sole authority and discretion. Plans must be signed and sealed by a duly licensed design professional and be of sufficient detail to secure any and all permits necessary to commence the Work. Any and all warranties between County and its architect/engineer of record shall flow to the Board in the event of errors and omissions, and the Board shall be named as Third Party Beneficiary thereof. The plans shall be prepared in accordance with all applicable laws, rules, regulations, statutes and codes, including without limitation, the Miami-Dade County Public Schools (“**District**”) design criteria, specifications and safety codes, the State Requirements for Educational Facilities and the Florida Building Code, in effect at the time the plans are submitted to the Board. All Work shall be performed in a good and workmanlike manner by contractors who are licensed, insured and fully bonded, and the County shall provide evidence of same to the Board prior to commencement of any Work. The County’s contractors must be pre-qualified by the Board before commencing any of the Work or construction activities on the Property or any other portion of the School.

The Board’s Building Department shall have sole authority for any Work taking place at the Property and shall be the entity responsible for reviewing and approving all construction documents, issuing permits for construction and providing final acceptance of the Work. The Work shall commence only after issuance of proper permits, in conformance with the requirements of the Board’s Building Department or other appropriate jurisdictional governmental entity, and shall at all times be 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 District’s design criteria

and standards, as the same may be amended from time to time. All permits shall be properly closed by County upon completion of the Work, and evidence of same, satisfactory to Board, shall be provided without demand. All Work shall be limited to those areas designated in the plans, and County shall have no authority to access any other portions of the School, except as otherwise provided for in this Agreement or as authorized by the Board, or its designee, on an as-needed basis.

The Work shall conform at all times to safety criteria established with and approved by the Board, or its designee, and shall neither unreasonably disrupt nor interfere with the Board's operations at the School. County and its contractors shall take all necessary safety precautions during the Work, secure all construction areas by appropriate construction fencing, and coordinate on an ongoing basis with the School Administrator to ensure the safety of the Board's students, staff, visitors, invitees and the public at all times, and minimize impact on Board's staff, visitors, invitees and the public at all times during the Work. County shall make every reasonable effort to ensure that construction related activities to be performed at the Property are conducted during other than School hours, and County's activities shall neither unreasonably disrupt or interfere with the School's daily operations, including, but not limited to, State mandated testing of students. Subject to compliance with the provisions of the Jessica Lunsford Act, in the event that such activities must be conducted within the Property during School hours, or in the event County requires access to the School site for any other reason, the County shall first secure the approval of the School Administrator.

Prior to the commencement of the Work, County shall provide the Board with a schedule for the commencement and completion of the Work. If Board, or its designee, requests that County cease any Work on the Property due to unreasonable interference or violation of any applicable rules and regulations or Board's criteria, then County shall immediately discontinue its activities at the Property, and shall proceed only after Board, or its designee, has reviewed the scheduling, safety and/or manner of Work in question and has authorized County to continue.

County shall cause each and every of its contractors and subcontractors doing Work at the Property to indemnify, defend and hold harmless the Board, its employees and representatives from any and all liability, damages and claims. In addition, as a pre-condition to commencing the Work, County shall require County's contractor(s) to provide Board with insurance certificates evidencing insurance coverage and limits meeting, at a minimum, the following requirements : (1) Commercial General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage, (2) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of County's contractor, in an amount not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage, (3) Workers' Compensation Insurance for all employees of County's contractor as required by Florida Statutes, and (4) Property Insurance. "The School

Board of Miami-Dade County, Florida and its members, officers and employees” shall be an additional insured on all liability coverages except Workers' Compensation Insurance. County's contractors and subcontractors shall maintain such insurance at all times while conducting construction related activities throughout the term of this Agreement.

The County covenants and agrees that it shall indemnify, hold harmless and defend Board from and against any and all claims, liens, suits, actions or causes of action arising out of or in connection with any construction costs and expenses for improvements made by County within the Property or elsewhere on the School campus. In addition, County shall cause each and every of its contractors and subcontractors performing the Work at the Property (hereinafter collectively referred to as **“County's Contractors”**, and individually as the **“County's Contractor”**) to further covenant and agree, at County's Contractors' own expense, and upon written request by the Board, to defend any suit, action or demand brought against the Board on any claim or demand arising out of, resulting from, or incidental to the County's Contractors performance under any contract by and between County and/or its assigns and any and all contractors and subcontractors. This provision shall survive the expiration, cancellation or early termination of this Agreement. Furthermore, County and/or its assigns shall cause the Indemnification Provision and The Duty To Defend Provision in its Contract with County's Contractors to survive the cancellation, early termination or expiration of any and all contracts by and between County and/or its assigns and any County's Contractors.

If, as a result of County's actions in the performance of the Work, or failure to act, portions of the Property or School are damaged, in the sole opinion of the Board, then the County shall repair and/or restore the damaged area, at its sole cost and expense, to the same or better condition as existed prior to County's entry onto the Property or School. County shall complete the necessary repairs within thirty (30) days of receipt of written notice from the Board. In the event that the County is unable to complete the repairs within said thirty (30) day period, County shall provide Board with written notification stating the reasons, together with a mutually agreed to schedule for the completion of the repairs. If County fails to complete the repair work within the prescribed time frame, then the Board, at its sole option, shall have the right, but not the obligation, to make the necessary repairs, at County's sole cost and expense. County covenants and agrees that it shall reimburse Board for this work within thirty (30) days of receipt from Board of an invoice for same, accompanied by such documentation as may be reasonably required by County to substantiate the nature and completeness of the Work. In the alternative, Board may instead place County in default under this Agreement.

Notwithstanding the foregoing, in the event of damage to the School caused by County or its agents, contractors or invitees, resulting in a significant impact to operations or the safety and well-being of Board's students, staff and visitors, and requiring immediate repair, as determined by Board at Board's sole discretion, the

Board may, at Board's sole discretion, complete the necessary repairs, at County's sole cost and expense.

If required by the Board, at the Board's sole discretion, and irrespective of County's estimate of the cost of construction of the improvements, County, or a General Contractor who has contracted with the County to perform work on property subject to this Agreement, shall provide to Board a payment and performance bond ("**Bond**") with a surety insurer authorized to do business in the State of Florida as surety, based on the cost of the Work as determined solely by the Board. The Bond may be in the form described in Florida Statutes §255.05 or otherwise, so long as all protections and relevant provisions set forth in §255.05 are provided to all persons defined in Florida Statutes §713.01 who furnish labor, services, or materials for the prosecution of the Work provided for in the Agreement. Notwithstanding this provision, the Parties acknowledge and agree that, strictly and exclusively as concerns the Fence Work and Dumpster Enclosure (as such terms are defined herein), the County will not be required to provide a payment and performance bond.

County shall not permit any liens or notices of violation to be filed or attached to the Property or School for any reason whatsoever, including, but not limited to, as a result of the Work performed by County pursuant to this Agreement. In the event that any such lien is recorded in the official records of Miami-Dade County, Florida or any other jurisdiction, County shall, within twenty (20) calendar days of the date of such filing, cause such lien to be removed of record or properly transferred to a bond under Chapter 713, Florida Statutes. In the event a notice of violation is issued by any jurisdictional agency relating to the Work, said notice of violation shall be the sole responsibility of County, and County shall cure said violation(s) within thirty (30) days of receipt thereof, at County's sole cost and expense. Should County fail to comply with this requirement, then Board may, by its own effort, cause such notice of violation to be removed of record, and County shall be liable to the Board for all costs of such removal including, without limitation, any and all reasonable attorneys' fees, court costs and any other cost or expense incurred or expended by the Board.

It is expressly understood by the Parties that County shall not commence any of the Work or construction activities within the Property or at or about the School site until Board, or its designee, has received all items stipulated in this Agreement and has notified County, in writing, that it is authorized to start the Work. At the completion of the Work, the County shall secure an inspection of the Property from Board's designee, verifying that the Work on the Property has been satisfactorily and properly completed, and shall not release its contractor from its contractual obligations or make final payment to the contractor until the Board's designee attests to the satisfactory completion of the Work. In addition, the County agrees that the County or the County's Contractors shall restore the Property to a condition that is safe and usable, including without limitation, the removal and/or disposal of equipment, materials, personal property, debris and/or trash, all at the sole cost and expense of the County. The County shall provide to the Board all as-built drawings, Warranties, test data, and any other documents related to

the Work, and will provide proof of closure of any and all permits related to the Work, without demand and at no cost to the Board.

The County covenants and agrees that it shall indemnify, hold harmless and defend Board from and against any and all claims, liens, suits, actions or causes of action arising out of or in connection with any construction costs and expenses for improvements made by County within the Property.

All improvements or facilities installed, operated, and maintained by the County on the Property or School pursuant to this Agreement shall become the property of the Board, without compensation due to County, at such time as the Board accepts installation of same as being final and in compliance with all appropriate regulations.”

5. The portion of Section “A” of Article XII (NOTICES: GENERAL CONDITIONS) of the Agreement dealing specifically with notice to the Board is deleted in its entirety, and the following language is hereby substituted:

"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

With a copy to:
Miami-Dade County Public Schools
Attention: Chief Facilities Design & Construction Officer
1450 N.E. Second Avenue, Room 923
Miami, Florida 33132
Fax: 305-995-1918
E-mail: RPerez6@dadeschools.net

With a copy to:
The School Board of Miami-Dade County, Florida
School Board Office of the General Counsel
1450 NE 2nd Avenue, #400
Miami, FL 33132
Attn: School Board General Counsel
Fax: 305-995-1412
E-mail: Walter.Harvey@dadeschools.net and ACraft@dadeschools.net”

6. Section "C" of Article XII (NOTICES: GENERAL CONDITIONS) of the Agreement dealing specifically with authority of the Superintendent of Schools is deleted in its entirety, and the following language is hereby substituted:

"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 all approvals required by the Agreement dealing with routine Park/School operations, including coordination of construction or maintenance of Recreational Amenities on the Property, and changing periods or locations of use.

In addition to the above, for purposes of this Agreement, the Superintendent of Schools shall be the party designated by the Board to execute amendments to this Agreement within the authority granted to the Superintendent by the Board in this Agreement, and to grant or deny any approvals required by this Agreement, including without limitation, authorizing construction by the County of additional Recreational Amenities within the Property, amending any exhibits to the Agreement, placing the County in default, or renewing, extending, canceling or terminating the Agreement as provided herein."

6. Article XVI (DAMAGE OR DESTRUCTION) is amended to include the Fence Work installed by the County on the School's southern parking lot as a part of the improvements to be repaired and placed in a safe, secure and usable condition by the County in the event of a casualty.

7. Article XVII (NONDISCRIMINATION) is deleted in its entirety, and the following language is hereby substituted:

"The Parties agree that there will be no discrimination against any person based upon race, color, sex, religious creed, ancestry, ethnic or national origin, citizenship status, mental or physical handicap, genetic information, age, political beliefs, sexual orientation, gender, gender identification, marital status, social and family background, linguistic preference, pregnancy or as otherwise provided by law, in the use of the Property. It is expressly understood that upon a determination by a court of competent jurisdiction that discrimination in the use of the Property by a Party hereto has occurred, such event shall be treated as a Default hereunder."

8. A new Article XXVIII (MISCELLANEOUS PROVISIONS) is added, and shall read as follows:

A. EMERGENCY ORDERS: Notwithstanding any other provisions of the Agreement, the Parties acknowledge and agree that they shall each comply with Miami-Dade County Emergency Orders, as each Order may be subsequently modified, extended or amended, as well as any other local, County, State, School Board or Federal Orders and Centers For Disease Control guidelines currently in place or that may be implemented, from time to time, related to a pandemic crisis at all times in their use of the Property under this Agreement.

B. HAZARDOUS MATERIALS: Neither the Board nor County shall cause or permit to occur: (a) any violation of any Environmental Law on the Property or (b) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under, or about the Property, or the transportation to or from a site of any Hazardous Substance.

C. RECORDATION: This Agreement may not be recorded, in any form, by either Party.

D. EMINENT DOMAIN: If any part of the Property is taken in the exercise of the power of eminent domain, this Agreement shall terminate for that specific parcel on the date title vests in the taking authority. The County may pursue all available remedies for the taking, but will have no interest in the award made to the Board.

E. 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 local health department.

F. TIME IS OF THE ESSENCE: Time is of the essence in the performance of this Agreement.

G. SOVEREIGN IMMUNITY: No provision contained in this Agreement shall be deemed a waiver of either Party's sovereign immunity.

H. 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 USE OR OCCUPATION OF THE PROPERTY.

9. The effective date of this Second Amendment shall be the date on which the last of the Parties executes this Second Amendment ("**Effective Date of Second Amendment**").
10. Except as amended by the First Amendment, and by this Second Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

[INDIVIDUAL SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Board and County have caused this Second Amendment to be executed by their respective and duly authorized officers the day and year first hereinabove written.

WITNESSES AS TO THE BOARD:

Print
Name: _____

Print
Name: _____

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

By: _____

Dr. Jose L. Dotres
Superintendent of Schools

Date: _____

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

Office of Risk and Benefits Management

Risk and Benefits Officer
Date: _____

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

Office of Treasury Management

Treasurer
Date: _____

RECOMMENDED:

Raul F. Perez
Chief Facilities Design & Construction
Officer
Date: _____

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

School Board General Counsel
Date: _____

WITNESSES AS TO COUNTY

COUNTY:

MIAMI-DADE COUNTY, FLORIDA

Print
Name: _____

By: _____
Name: _____
Title: _____
Date: _____

Print
Name: _____

ATTEST:

_____, Clerk
Date: _____

**TO THE COUNTY: APPROVED AS TO
FORM AND CORRECTNESS:**

_____, County Attorney
Date: _____

**TO THE COUNTY: APPROVED AS TO
INSURANCE REQUIREMENTS:**

By: _____
_____, Director
Risk Management Department
Date: _____

EXHIBIT "B-1"

**SECOND AMENDMENT TO JOINT USE AGREEMENT BY AND BETWEEN THE
SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AND MIAMI-DADE COUNTY,
FLORIDA**

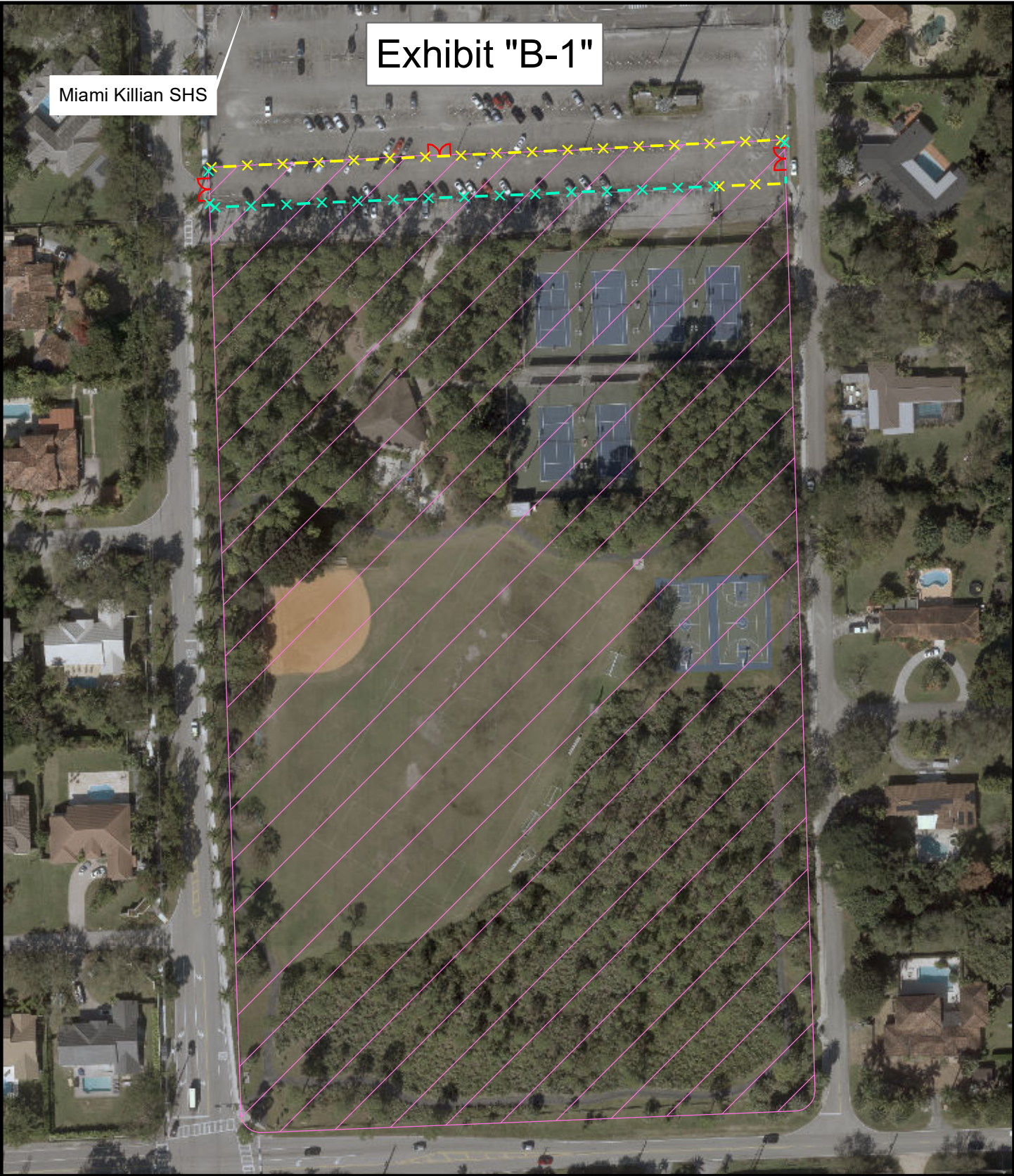
DEMISED PREMISES

Effective with the Effective Date of Second Amendment (as such term is defined herein), Exhibit "B" shall be deleted and replaced with Exhibit "B-1", which shall be attached hereto and remain a part hereof.

[consisting of two (2) pages, including this title page]

Exhibit "B-1"

Miami Killian SHS



Legend

- × — × Existing Chain Link Fence
- × — × New 8" Chain Link Fence
- New 20" Gates
- Demised Premises

N



Not to scale

EXHIBIT "C"

**SECOND AMENDMENT TO JOINT USE AGREEMENT BY AND BETWEEN THE
SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AND MIAMI-DADE COUNTY,
FLORIDA**

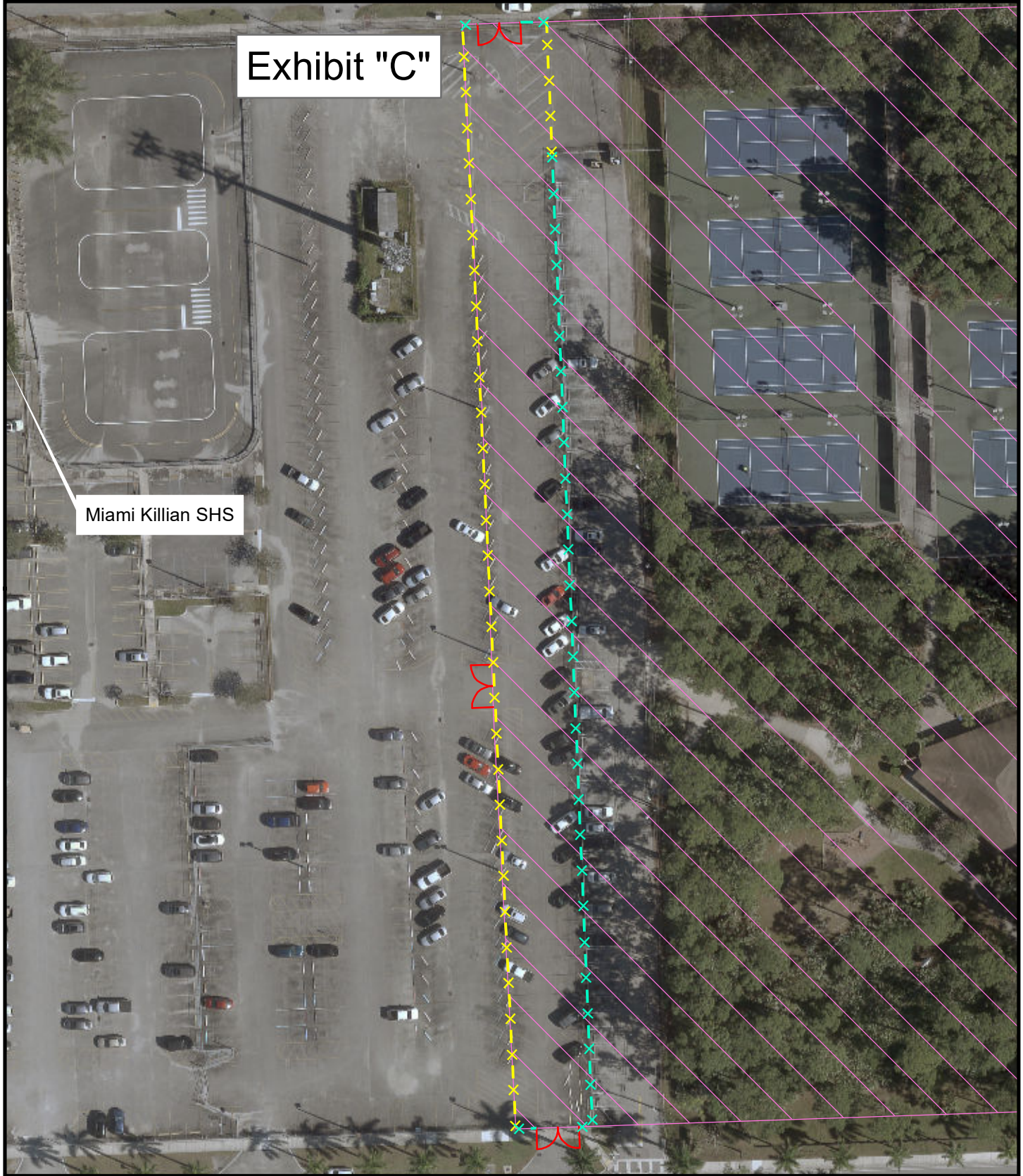
FENCE WORK

The County, at its sole cost and expense, shall install, or cause to be installed, a new chain-link fence with gates within a portion of the School's southern parking lot, which new fence shall be a minimum of 8 feet in height, and shall define the northern boundary of the Property to be used by the County under this Agreement, and a layout describing same is attached hereto as Exhibit "C".

[consisting of two (2) pages, including this title page]

Exhibit "C"

Miami Killian SHS



Legend

- × — × Existing Chain Link Fence
- × — × New Chain 8" Link Fence
- New 20" Gates
- ▨ Demised Premises

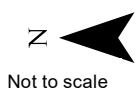


EXHIBIT "D"

**SECOND AMENDMENT TO JOINT USE AGREEMENT BY AND BETWEEN THE
SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AND MIAMI-DADE COUNTY,
FLORIDA**

CERTIFICATE OF OCCUPANCY

Subsequent to completion of the construction of the Fence Work and Dumpster Enclosure (as such terms are defined herein), a copy of the Certificate of Occupancy, Certificate of Completion, or equivalent for this work, shall be attached hereto and become a part hereof as Exhibit "D".

[consisting of _____ (____) pages, including this title page]