



MEMORANDUM

Agenda Item No. 8(M)(6)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: May 1, 2012

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Resolution accepting a conveyance of property located at 19010 NW 37 Avenue, in Miami-Dade County for road purposes and authorizing execution of a construction access agreement between Miami-Dade County and the Miami-Dade County School Board

The accompanying resolution was prepared by the Public Works & Waste Management Department and placed on the agenda at the request of Prime Sponsor Commissioner Barbara J. Jordan.



R. A. Cuevas, Jr.
County Attorney

RAC/cp

Memorandum



Date: May 1, 2012

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Resolution Accepting a Conveyance for Road Purposes and Authorizing a Construction Access Agreement between Miami-Dade County and the Miami-Dade County School Board
Section: 5-52-41 Commission District 1

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the acceptance of a right-of-way conveyance for NW 37 Avenue adjacent to Barbara Hawkins Elementary School (School) located at 19010 NW 37 Avenue, as well as the execution of a Construction Access Agreement with the Miami-Dade County School Board covering an area adjacent to the right-of-way being conveyed, all needed for the improvements of NW 37 Avenue.

SCOPE

The property to be conveyed is located in Commissioner District 1.

FISCAL IMPACT

The fiscal impact as a result of this conveyance being accepted would be approximately \$10 annually for maintenance costs associated with the subject right-of-way being included in the Public Works and Waste Management Department (PWWM) inventory. This cost will be funded through the Department's General Fund allocation. All other costs mentioned in the agreement such as fence relocation and site improvements will be funded under the sidewalk improvement project.

BACKGROUND

MANAGING DEPARTMENT: PWWM

FOLIO NUMBER: 34-2105-001-0160

CONVEYANCE PARCEL SIZE: 158 Square Feet (0.00362 Acres)

LOCATION: 19010 NW 37 Avenue

2010 ASSESSED VALUE: \$5.40 per square foot

Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners
Page 2

ZONING: N/A
CURRENT USE: Public School
JUSTIFICATION:

PWWM is planning sidewalk improvements along NW 37 Avenue, between NW 183 Street and NW 191 Street in order to comply with the requirements of the Americans with Disabilities Act (ADA). As part of this work a portion of the sidewalk adjacent to the School will need to be widened to meet ADA standards. In order to widen the sidewalk at this location additional right-of-way is necessary. Additionally, a Construction Access Agreement with the School Board is required for construction purposes related to the widening of the sidewalk, including the relocation of an existing fence.

TRACK RECORD MONITOR

MONITOR: Raul A. Pino, P.L.S., PWWM
Chief, Land Development/Right-of-Way Division

DELEGATED AUTHORITY: Authorizes the County Mayor or the County Mayor's designee to execute a Construction Access Agreement.

COMMENTS: The Construction Access Agreement will be terminated one (1) year from the date it is executed or when the proposed improvements are completed, whichever comes first.


County Manager/Deputy Mayor

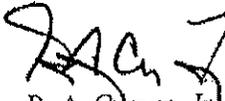


MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: May 1, 2012

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(M)(6)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(M)(6)
5-1-12

RESOLUTION NO. _____

RESOLUTION ACCEPTING A CONVEYANCE OF
PROPERTY LOCATED AT 19010 NW 37 AVENUE,
IN MIAMI-DADE COUNTY FOR ROAD PURPOSES
AND AUTHORIZING EXECUTION OF A
CONSTRUCTION ACCESS AGREEMENT BETWEEN
MIAMI-DADE COUNTY AND THE MIAMI-DADE
COUNTY SCHOOL BOARD

WHEREAS, The Miami-Dade County Public Works and Waste Management Department (PWWM) will be making certain sidewalk improvements along NW 37 Avenue, between NW 183 Street and NW 191 Street; and

WHEREAS, as part of this project, a portion of sidewalk will be constructed adjacent to Barbara Hawkins Elementary School (School); and

WHEREAS, in connection with such project, additional right-of-way is needed that is owned by the MIAMI-DADE COUNTY SCHOOL BOARD, located at 19010 NW 37 Avenue, Miami-Dade County; and

WHEREAS, in order to construct such improvements, PWWM will require temporary access to a portion of the School Board property adjacent to the area of the conveyance; and

WHEREAS, THE MIAMI-DADE COUNTY SCHOOL BOARD has tendered a right-of-way deed conveying to Miami-Dade County a property interest in a parcel of land located within Miami-Dade County, Florida, and a Construction Access Agreement to a portion of its property for public purposes identified above, and said instruments are attached hereto and made a part hereof; and

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum a copy of which is incorporated by reference; and

WHEREAS, the Board finds that the acceptance of said right-of-way deed and construction access agreement would be in the public's best interest,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that 1) the foregoing recitals are incorporated as if fully set forth herein; 2) the Deed of Conveyance and Construction Access Agreement attached hereto are hereby approved and accepted; 3) the County Mayor or County Mayor's designee is authorized to execute said construction access agreement on behalf of Miami-Dade County and to exercise all the provisions therein; and 4) and pursuant to Resolution No. R-974-09, (a) directs the County Mayor or County Mayor's designee to record the instrument of conveyance accepted herein in the Public Records of Miami-Dade County and to provide a recorded copy of said instrument to the Clerk of the Board within thirty (30) days of execution of said instrument; and (b) directs the Clerk of the Board to attach and permanently store a recorded copy of said instrument together with this resolution.

The foregoing was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman
Audrey M. Edmonson, Vice Chairwoman
Bruno A. Barreiro
Esteban L. Bovo, Jr.
Sally A. Heyman
Jean Monestime
Rebeca Sosa
Xavier L. Suarez
Lynda Bell
Jose "Pepe" Diaz
Barbara J. Jordan
Dennis C. Moss
Sen. Javier D. Souto

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of May, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

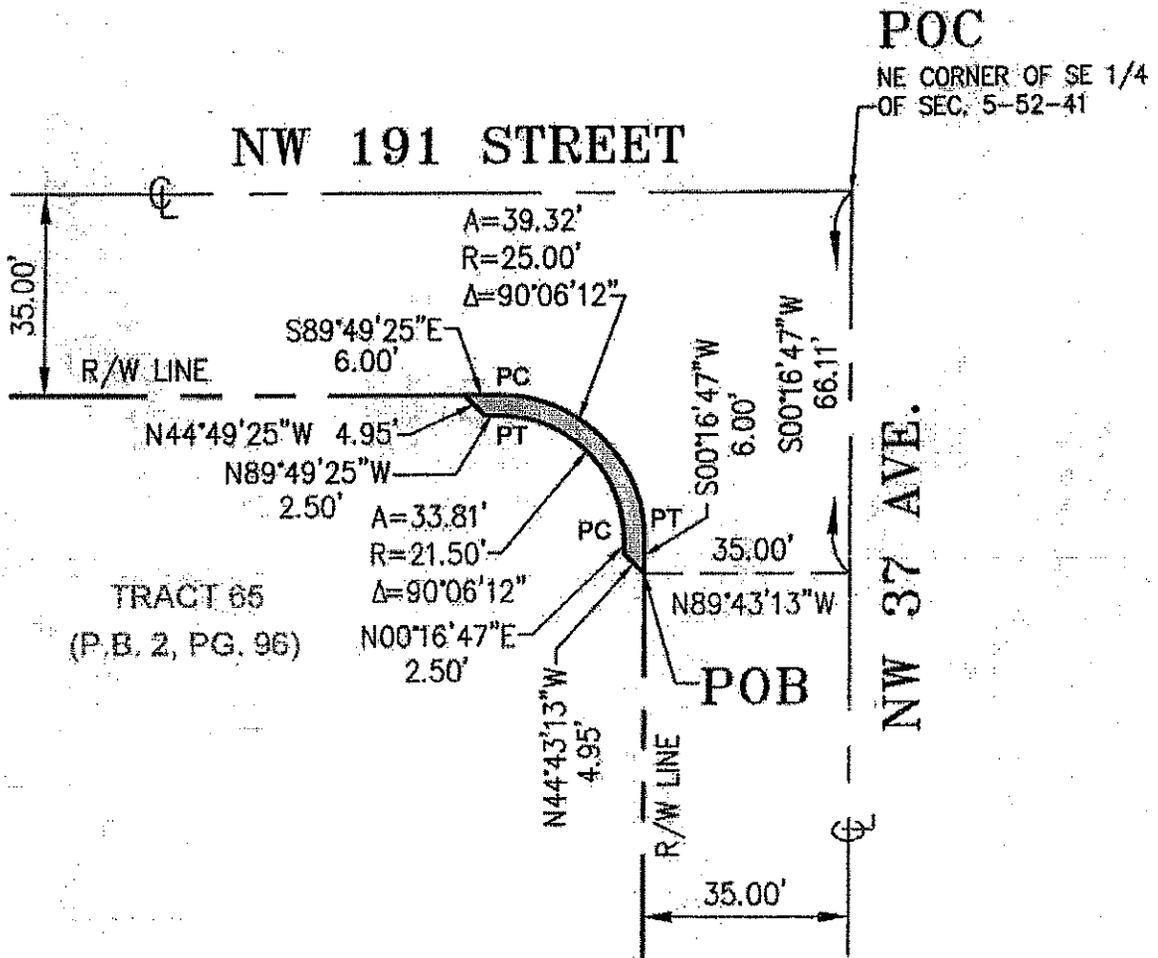
Approved by County Attorney as
to form and legal sufficiency.



Debra Herman

EXHIBIT "A"

SEC 5
TWP 52 S
RGE 41 E



LEGEND

	BOUNDARY LINE		AREA TO BE ACQUIRED	(PT)	POINT OF TANGENCY	R	PROPERTY LINE
	PROPERTY LINE	(POB)	POINT OF BEGINNING	(PC)	POINT OF CURVATURE	(L)	LENGTH
	RIGHT-OF-WAY LINE	(POC)	POINT OF COMMENCEMENT	(PCU)	POINT OF CURS	(A)	DELTA
	CENTER LINE	M	MONUMENT LINE	(PI)	POINT OF INTERSECTION	(R)	RADIUS
		E	CENTER LINE	R/W	RIGHT OF WAY		

THIS SKETCH IS A GRAPHIC REPRESENTATION OF THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED AND WITHOUT WHICH THIS SKETCH IS TO BE CONSIDERED VOID AND INCOMPLETE.



THIS IS NOT A SURVEY.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
MIAMI-DADE COUNTY PUBLIC WORKS
AND WASTE MANAGEMENT DEPT.
LAND DEVELOPMENT/RIGHT-OF-WAY DIVISION
ENGINEERING SECTION

BARBARA HAWKINS ELEMENTARY SCHOOL

SCALE: 1" = 20'	DATE: 02-22-12
CHECKED BY: L. Lodu	
DRAWN BY: L. Espinosa	
PROJECT:	SHEET: 1 of 2

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EXHIBIT "A"

SEC 5
TWP 52 S
RGE 41 E

Legal Description:

A portion of Tract 65, MIAMI GARDENS, according to the plat thereof recorded in Plat Book 2, Page 96 of the Public Records of Miami-Dade County, Florida, lying in Section 5, Township 52 South, Range 41 East, being more particularly described as follows:

Commence at the Northeast corner of the Southeast 1/4 of said Section 5; thence S00°16'47"W along the East line of the said Southeast 1/4 for a distance of 66.11 feet; thence N89°43'13"W for a distance of 35.00 feet to the POINT OF BEGINNING of the herein described parcel; thence N44°43'13"W for a distance of 4.95 feet; thence N00°16'47"E, along a line 38.50 feet west of and parallel to the said East line of the Southeast 1/4 of Section 5 for a distance of 2.50 feet to a point of curvature of a circular curve concave to the southwest, having a radius of 21.50 feet; thence northwesterly along said curve to the left, through a central angle of 90°06'12" for an arc distance of 33.81 feet to a point of tangency; thence N89°49'25"W for a distance of 2.50 feet; thence N44°49'25"W for a distance of 4.95 feet; thence S89°49'25"E along a line 35.00 feet south of and parallel to the North line of said Southeast 1/4 of Section 5 for a distance of 6.00 feet to a point of curvature of a circular curve concave to the southwest, having a radius of 25.00 feet; thence southeasterly along said curve to the right, through a central angle of 90°06'12" for an arc distance of 39.32 feet to a point of tangency; thence S00°16'47"W, along a line 35.00 feet west of and parallel to the said East line of the Southeast 1/4 of Section 5 for a distance of 6.00 feet to the POINT OF BEGINNING.

Containing 158 square feet.

THIS SKETCH IS A GRAPHIC REPRESENTATION OF THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED AND WITHOUT WHICH THIS SKETCH IS TO BE CONSIDERED VOID AND INCOMPLETE.



THIS IS NOT A SURVEY

SKETCH TO ACCOMPANY LEGAL DESCRIPTION MIAMI-DADE COUNTY PUBLIC WORKS AND WASTE MANAGEMENT DEPT. LAND DEVELOPMENT/RIGHT-OF-WAY DIVISION ENGINEERING SECTION	BARBARA HAWKINS ELEMENTARY SCHOOL	SCALE: 1" = 20'	DATE: 02-22-12
		CHECKED BY: L. Loco	
		DRAWN BY: L. Espinosa	
		PROJECT:	SHEET: 2 of 2

Instrument prepared by:

Marta C. Alvarado, Coordinator III
The School Board of Miami-Dade County, FL
1450 NE 2nd Avenue
Miami, FL 33132
Project: Barbara Hawkins Elementary School

**RIGHT-OF-WAY DEED
CONVEYS THE TITLE FOR HIGHWAY PURPOSES**

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

THIS INDENTURE, Made this 18th day of October, A.D. 2011, by and between **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**, a body corporate and politic, organized under the laws of the State of Florida, whose address is 1450 NE 2nd Avenue, Miami, Florida 33132, Party of the First Part, and **MIAMI-DADE COUNTY**, a Political Subdivision of the State of Florida, and its successors in interest, whose address is Public Works Department, Right-of-Way Division, 111 NW 1 Street, Suite 1610, Miami, FL 33128, Party of the Second Part,

WITNESSETH:

That the said Party of the First Part, for and in consideration of the sum of One Dollar (\$1.00) in hand paid by the Party of the Second Part, the receipt whereof is hereby acknowledged, and for other and further good and valuable considerations, does hereby grant, bargain and sell to the Party of the Second Part, and its successors in interest, for the purpose of a public highway and purposes incidental thereto, all the right, title, interest, claim or demand of the Party of the First Part, in and to the following described land, situate, lying and being in Miami-Dade County, State of Florida, to-wit:

SEE EXHIBIT "A"

It is the intention of the Party of the First Part, by this instrument, to convey to the said Party of the Second Part, and its successors in interest, the land above described for use as a public highway and for all purposes incidental thereto.

It is expressly provided that if and when the said highway shall be lawfully and permanently discontinued, the title to the said above described land shall immediately revert to the Party of the First Part, its successors and assigns, and they shall have the right to immediately re-possess the same.

And the said Party of the First Part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever, claiming by, through or under it.

Right-of-Way Deed to Miami-Dade County
Project: Barbara Hawkins Elementary School
Page 2 of 3 pages

IN WITNESS WHEREOF, the said Party of the First Part, has hereunto set its hand and seal, the day and year first above written.

Signed, Sealed and Delivered in our presence:

Marta C. Alvarado
Witness

Marta C. Alvarado
Witness Printed Name

Sandra Johnakin
Witness

Sandra Johnakin
Witness Printed Name

The School Board of Miami-Dade
County, Florida,

By: Perla T. Hantman
Grantor's Signature

Print Name: Ms. Perla Tabares Hantman,
Chair

Print Address: 1450 NE 2nd Avenue
Miami, FL 33132

Attest: Alberto M. Carvalho
Secretary's Signature

Print Name: Alberto M. Carvalho
Secretary

Print Address: 1450 NE 2nd Avenue
Miami, FL 33132

Approved as to form and legal
sufficiency:

By: [Signature]
School Board Attorney

Date: _____

EXHIBIT "A"

LEGAL DESCRIPTION: (Fee Simple)

A portion of Tract 65, MIAMI GARDENS, according to the plat thereof recorded in Plat Book 2, Page 96 of the Public Records of Miami—Dade County, Florida, lying in Section 5, Township 52 South, Range 41 East, being more particularly described as follows:

Commence at the Northeast corner of the Southeast 1/4 of said Section 5; thence South 00°16'47" West along the East line of the said Southeast 1/4 for a distance of 66.11 feet; thence North 89°43'13" West for a distance of 35.00 feet to the POINT OF BEGINNING of the herein described parcel; thence North 44°43'13" West for a distance of 4.95 feet; thence North 00°16'47" East, along a line 38.50 feet west of and parallel to the said East line of the Southeast 1/4 of Section 5 for a distance of 2.50 feet to a point of curvature of a circular curve concave to the southwest, having a radius of 21.50 feet; thence northwesterly along said curve to the left, through a central angle of 90°06'12" for an arc distance of 33.81 feet to a point of tangency; thence North 89°49'25" West for a distance of 2.50 feet; thence North 44°49'25" West for a distance of 4.25 feet; thence South 89°49'25" East along a line 35.00 feet south of and parallel to the North line of said Southeast 1/4 of Section 5 for a distance of 6.00 feet to a point of curvature of a circular curve concave to the southwest, having a radius of 25.00 feet; thence southeasterly along said curve to the right, through a central angle of 90°06'12" for an arc distance of 39.32 feet to a point of tangency; thence South 00°16'47" West, along a line 35.00 feet west of and parallel to the said East line of the Southeast 1/4 of Section 5 for a distance of 3.00 feet to the POINT OF BEGINNING.

CONSTRUCTION ACCESS AGREEMENT

THIS CONSTRUCTION ACCESS AGREEMENT ("Agreement"), made and entered into this _____ day of _____, 2011, by and between **The School Board of Miami-Dade County, Florida**, a political subdivision of the State of Florida, hereinafter designated as "**Board**", and **Miami-Dade County**, a political subdivision of the State of Florida, hereinafter designated as "**County**".

WITNESSETH

WHEREAS, the County will be making sidewalk improvements along NW 37 Avenue, between NW 183 Street and NW 191 Street, in order to comply with requirements of the American with Disabilities Act (ADA); and

WHEREAS, as part of this work, a portion of the sidewalk adjacent to Barbara Hawkins Elementary School (School) will need to be widened to meet ADA criteria; and

WHEREAS, to accomplish its work, the County has requested that a portion of the School property, adjacent to NW 37 Avenue and NW 191 Street, be dedicated to the County for public right-of-way purposes; and

WHEREAS, the Board has agreed to convey such property to the County via a School Board Deed for Right-of-Way Purposes, to facilitate the County's sidewalk improvement project; and

WHEREAS, the County, at its sole cost and expense, will relocate a portion of the School's existing chain-link fence to the new property line; and

WHEREAS, given that the County will require access to the portion of the School immediately adjacent to the area of the conveyance, on an interim basis, to facilitate the fence relocation noted above, the parties have agreed to enter into this Agreement; and

WHEREAS, the Board, at its meeting of September 7, 2011, Board Action #115,182, authorized the execution of this Agreement.

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the Board and County hereby agree to the following:

1. **CONSTRUCTION ACCESS**. The Board does hereby grant to the County, its successors and assigns, the right and privilege to access a portion of the School site (hereinafter designated as the "Construction Area"), as more particularly described in Exhibit "A" attached hereto and made a part hereof, with full right of ingress thereto and egress therefrom, for the specific and limited purpose of relocating the chain-link fence to the new property line, and other activities directly related to the County's Project (hereinafter designated as the "Work"). All Work will be done at the County's sole cost and expense, and access shall be as previously authorized by and coordinated with the School Principal to assure that the Work does not interfere with or disrupt the operations of the School.

2. **TERM**. The term shall commence upon execution of the Agreement by both parties, and will terminate one (1) year thereafter, or upon completion of the Work within the Construction Area by the County, which ever occurs first. The Superintendent

may, upon receipt of a written request from the County, extend the term of this Agreement by up to six (6) additional months.

3. **BOARD'S RIGHTS RESERVED.** During the term of this Agreement, the Board reserves the right to use the Construction Area for any lawful purpose, provided such use will not prevent or interfere with the exercise by the County of the rights granted it under this Agreement.

4. **OPERATION AND MAINTENANCE OF PROPERTY.** The County and its contractors shall take all necessary safety precautions, secure all construction areas by appropriate construction fencing and coordinate with the School Principal to assure the safety of students, staff, visitors, invitees and the public at all times during construction. In addition, the County and its contractors shall work closely with the School Principal to assure that the Work does not interfere or disrupt the operations of the School.

The County and its contractors shall not use, handle, generate, manufacture, produce, store, discharge, treat, remove, transport or dispose of Hazardous Substances at, in, upon, under, to or from the Construction Area. "Hazardous Substances" shall include, but not be limited to, explosives, radioactive materials, asbestos, polychlorinated biphenyls, chemicals known to cause cancer, reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, and substances declared to be hazardous or toxic by Federal, State or Local Environmental Laws. Neither the County nor its Contractors may park or store vehicles on the School site or Construction Area.

5. **IMPROVEMENTS AND RESTORATION OF PROPERTY.** The County shall assure that all Work completed by it or its contractors on the School site is done in a good and workmanlike manner using 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 shall require its contractor to locate and/or identify any existing underground improvements or utilities within the School site that may be affected by the Work, and the County shall be responsible for any damage or injury the County causes arising out of or incidental to any portion of the Work within the School site and/or Construction Area. In addition, at the completion of the Work, or upon the expiration, discontinuance or abandonment of this Agreement, the County agrees that it or its contractor shall restore the portions of the School site impacted or affected by the Work, and any other areas of the School used by the County or affected by the construction activities, to a condition that is safe and usable, including, but not limited to, the removal and disposal of equipment, materials and debris, and shall assure that the School site is left in as good or better condition than existed prior to commencement of the Work, all at the sole cost and expense of the County.

The County shall be responsible, at its sole cost and expense, for any environmental clean-up required by a federal, state or local agency, resulting from use of the Construction Area or balance of the School site by the County or its contractors under this Agreement.

Should the County fail to begin to restore the Construction Area to the original condition, or perform any environmental clean-up as may be required pursuant to this

Agreement within thirty (30) days after receipt of written notice from the appropriate jurisdictional agency, the Board shall cause the work to be completed on behalf of the County, and the County shall reimburse the Board the full cost of such work within (30) days of receipt of an invoice from the Board.

6. **COMPLIANCE WITH LAWS.** The County and its contractors shall comply with all applicable laws, rules, regulations, ordinances and codes of all governmental authorities, including, without limitation, the Florida Building Code, the Americans with Disabilities Act and the Jessica Lunsford Act, as the same may be further amendment from time to time and to the extent required by applicable law.

7. **INDEMNIFICATION AND HOLD HARMLESS.** The County shall indemnify and hold harmless the Board and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, which the Board may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the County. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of the Statute whereby the County 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 \$100,000 (\$200,000 for claims arising on or after July 1, 2011), or any claim or judgment or portions thereof, which when totaled with all other claims or judgments paid by the County arising out of the same incident or occurrence, exceed the sum of \$200,000

(\$300,000 for claims arising on or after July 1, 2011) from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the County.

The Board shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses, damages, which County may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the Board and the Board shall defend the County, including any and all appellate actions, in any such actions or proceedings whether in the name of the County or otherwise. Provided, however, the indemnification contained herein shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of the Statute 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 \$100,000 (\$200,000 for claims arising on or after July 1, 2011), or any claim or judgment or portions thereof, which when totaled with all other claims or judgments paid by the Provider arising out of the same incident or occurrence, exceed the sum of \$200,000 (\$300,000 for claims arising on or after July 1, 2011) from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Board.

8. **SAFETY.** The County and its contractors shall take all necessary safety precautions, secure all construction areas by appropriate construction fencing and

coordinate with the School Principal to assure the safety of students, staff, visitors, invitees and the public at all times during construction.

9. **INSURANCE.** The County shall require its contractors to maintain at all times while Work is performed on the School site, Commercial General Liability Insurance providing for a limit of not less than \$1,000,000 combined single limit for bodily injury and property damage.. Additionally, the County's contractors shall provide evidence of Workers' Compensation Insurance in amounts required by state law.

10. **NOTICES.** All notices or other communications which shall or may be given by either party pursuant to this Agreement shall be in writing and 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:

To the County:

Mr. Octavio Marin, PE
Assistant Chief of Highway Engineering
Public Works Department
Fax: 305-679-7738
Email: ocm@miamidade.gov

To the Board:

The School Board of Miami-Dade County, Florida
c/o Superintendent of Schools
1450 N.E. Second Avenue, Room 912

Miami, Florida 33132

With copies to:

Miami-Dade County Public Schools
Planning Officer
Planning, Design and Sustainability
1450 N.E. Second Avenue, Room 525
Miami, Florida 33132
Fax: 305-995-4760
Email: arjio@dadeschools.net

The School Board of Miami-Dade County, Florida
School Board Attorney's Office
1450 N.E. Second Avenue, Room 400
Miami, Florida 33132
Fax: 305-995-1412
Email: acraft@dadeschools.net

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. Counsel for the Board and counsel for the County may deliver Notice on behalf of the Board and the County, 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.

11. **DEFAULT.** The Board shall provide the County with written notice of any failure to perform or comply with the terms and conditions contained herein to be

performed by the County. If the County fails to cure said default within thirty (30) days of receipt of written notice of default, or provide the Board with a written response within thirty (30) days after receiving notification, indicating the status of the County's resolution of the violations and providing for a schedule to correct all deficiencies, the Board shall have the right, at its sole option, to either:

- a) immediately terminate this Agreement by giving written notice of such termination to the County in accordance with the provisions of this Agreement; or
- b) cure the default on behalf of the County, and the County shall reimburse the Board for any and all costs incurred to cure said default within thirty (30) days of receipt of an invoice from the Board.

12. **MISCELLANEOUS.** This Agreement shall be construed and enforced according to the laws of the State of Florida and the venue for any disputes shall be in Miami-Dade County, Florida.

In the event any paragraph, clause or sentence of this Agreement or any 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 the deletion thereof.

No waiver of any provision hereof shall be deemed to have been made unless such waiver is in writing and signed by the Board and County. The failure of either party to insist upon the strict performance of any of the provisions or conditions of this

Agreement shall not be construed as waiving or relinquishing in the future any such covenants or conditions, but the same shall continue and remain in full force and effect.

Paragraph headings are for convenient reference and are not a part of this Agreement.

The County Mayor shall be the party designated by the County, and the Superintendent shall be the party designated by the Board, to grant or deny all modifications and approvals required by this Agreement, or to cancel and/or terminate this Agreement. In addition, the Superintendent shall be the party designated by the Board to extend this Agreement for a period not to exceed six (6) months, if so requested in writing by the County.

In the event of litigation between the parties, each party shall be responsible for its own attorney's fees and court costs through trials and appellate levels. This provision shall survive the expiration or termination of this Agreement.

13. **SUBORDINATION**. This Agreement shall be deemed subordinate to any existing or future financing or conveyance by the Board of the School or any part thereof.

14. **INSPECTOR GENERAL OFFICE**. The School Board Office of Inspector General (SBOIG) may, on a random basis, perform audits, inspections and reviews of all the Board's contracts. Consequently, the County acknowledges and accepts the authority of the SBOIG to conduct such random audits, inspections, and reviews, including, but not limited to, the authority of the SBOIG to access the County's records,

its legal representatives' and contractors' records and the obligation of the County to make those records available upon request. The County shall incorporate this clause into every contract that it enters into relating to the School site.

IN WITNESS WHEREOF, The School Board of Miami-Dade County, Florida, and Miami-Dade County have caused this Agreement to be entered into and to be effective on the date hereinabove written.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

By: *[Signature]*
Alberto M. Carvalho
Superintendent of Schools Marie L. Izquierdo
Designee

TO THE BOARD: APPROVED AS TO FORM AND LEGAL SUFFICIENCY

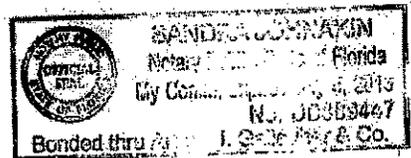
[Signature]
School Board Attorney

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 10th day of October, 2011, by Alberto Carvalho ^{designee, Marie L. Izquierdo} as Superintendent of Schools, who is personally known to me or and has/hasn't produced as identification and did/did not take an oath.

[Signature]
Notary Public
Carara Johnkin
Print name

DD889447
Serial Number



MIAMI-DADE COUNTY

By: _____
Carlos A. Gimenez
Mayor, Miami-Dade County

ATTEST:

By: _____
Clerk

**Approved as to Form and
Legal Sufficiency:**

County Attorney

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, who is personally known to me or and has/hasn't produced _____ as identification and did/did not take an oath.

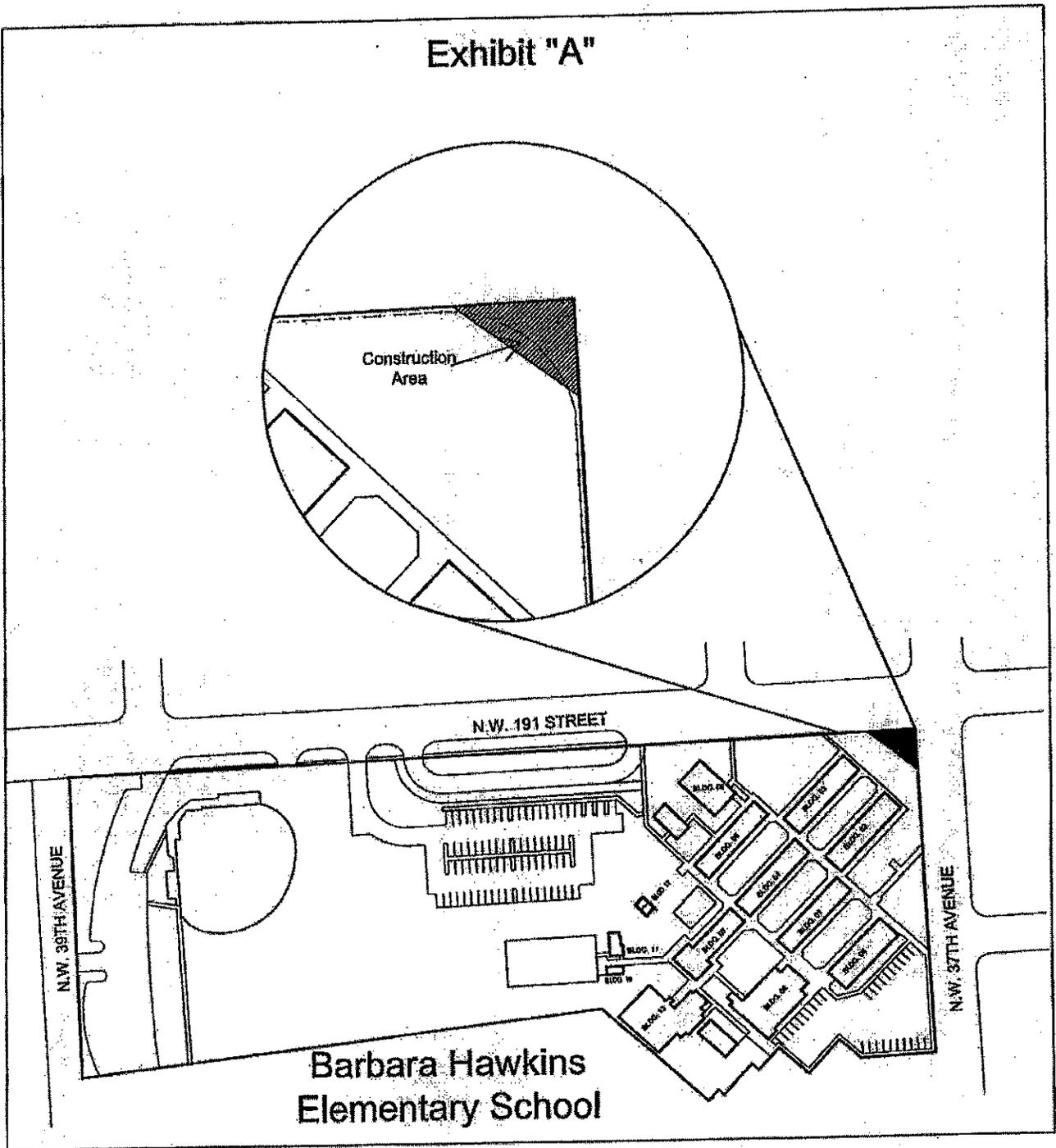
Notary Public

Serial Number

Print name

24

Exhibit "A"



Legend

 Construction Area

N



Not to scale