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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM Agenda Item No. 8(M)(7)

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 13990 SW 264th Street 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

Resolution No. R-379-12

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

R. A. Cuevas, Jr.
County Attorney

RAC/cp

Memorandum

MIAMI-DADE COUNTY

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: 34-56-39 Commission District 9

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the acceptance of a right-of-way conveyance for SW 264 Street adjacent to Young Men's Academy for Academic and Civic Development at MacArthur South (School) located at 13990 SW 264 Street, 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 SW 264 Street.

SCOPE

The property to be conveyed is located in Commissioner District 9.

FISCAL IMPACT

The fiscal impact as a result of this conveyance being accepted would be approximately $122 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 trees and fence relocation, and site improvements are funded under the road construction project.

BACKGROUND

MANAGING DEPARTMENT:	PWWM
FOLIO NUMBER:	30-6934-000-0020
CONVEYANCE PARCEL SIZE:	6,900 Square Feet (0.1584 Acres)
LOCATION:	13990 SW 264 Street

2010 ASSESED VALUE:	$2.98 per square foot
ZONING:	N/A
CURRENT USE:	Public School
JUSTIFICATION:	The PWWM People's Transportation Plan's project entitled SW 264 Street, between US 1 and SW 137 Avenue consists of widening the existing roadway to a two lane divided highway with raised medians, bike lanes, on street parking, curb and gutter, and sidewalks. A portion of the improvements will be on a segment of SW 264 Street adjacent to the School. Therefore, additional right-of-way and a Construction Access Agreement granting temporary access to the School property next to the area to be improved is necessary.

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 County Mayor's designee to execute a Construction Access Agreement.
COMMENTS:	The Construction Access Agreement will be terminated three (3) years from the date it is executed or when the proposed improvements are completed, whichever occurs 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)(7)

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)(7)
5-1-12

RESOLUTION NO. R-379-12

RESOLUTION ACCEPTING A CONVEYANCE OF PROPERTY LOCATED AT 13990 SW 264TH STREET 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 road improvements along SW 264 Street, between SW 137 Avenue and US 1; and

WHEREAS, as part of this project, a portion of sidewalk will be constructed adjacent to Young Men's Academy for Academic and Civic Development at McArthur South (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 13990 SW 264 Street, 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

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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) 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 resolution was offered by Commissioner **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

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

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: ***Christopher Agrippa***
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Debra Herman

Instrument prepared by:

Marta C. Alvarado, Coordinator III
The School Board of Miami-Dade County, FL
1450 NE 2nd Avenue
Miami, FL 33132
Project: Young Men's Academy for Academic and Civic Development at MacArthur South

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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.

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:

Witness

Marta Cil-Alvarado
Witness Printed Name

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: _____
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: _____
School Board Attorney
Date: _____

Right-of-Way Deed to Miami Dade County
Project: Young Men's Academy for Academic and Civic Development at MacArthur South
Page 3 of 3 pages

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY, that on this 18 day of October 2011, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Perla Tabares Hantman and Alberto M. Carvalho, respectively, the Chair and Secretary of The School Board of Miami-Dade County, Florida, a body corporate and politic, personally known to me, or proven, by producing the following methods of identification: _____ to be the persons who executed the foregoing instrument, on behalf of said corporation, freely and voluntarily for the purposes therein expressed, and who did not take an oath.

WITNESS my hand and official seal in the County and State aforesaid, the day and year last aforesaid.

Sandra Johnakin
Notary Signature

Sandra Johnakin
Printed Notary Name

NOTARY SEAL/STAMP

SANDRA JOHNAKIN
Notary Public, State of Florida
My Comm. expires July 5, 2013
No. DD8[illegible]
Bonded Thru Arthur J. [illegible]

Notary Public, State of Florida

My commission expires: July 5, 2013

Commission/Serial No. DD889447

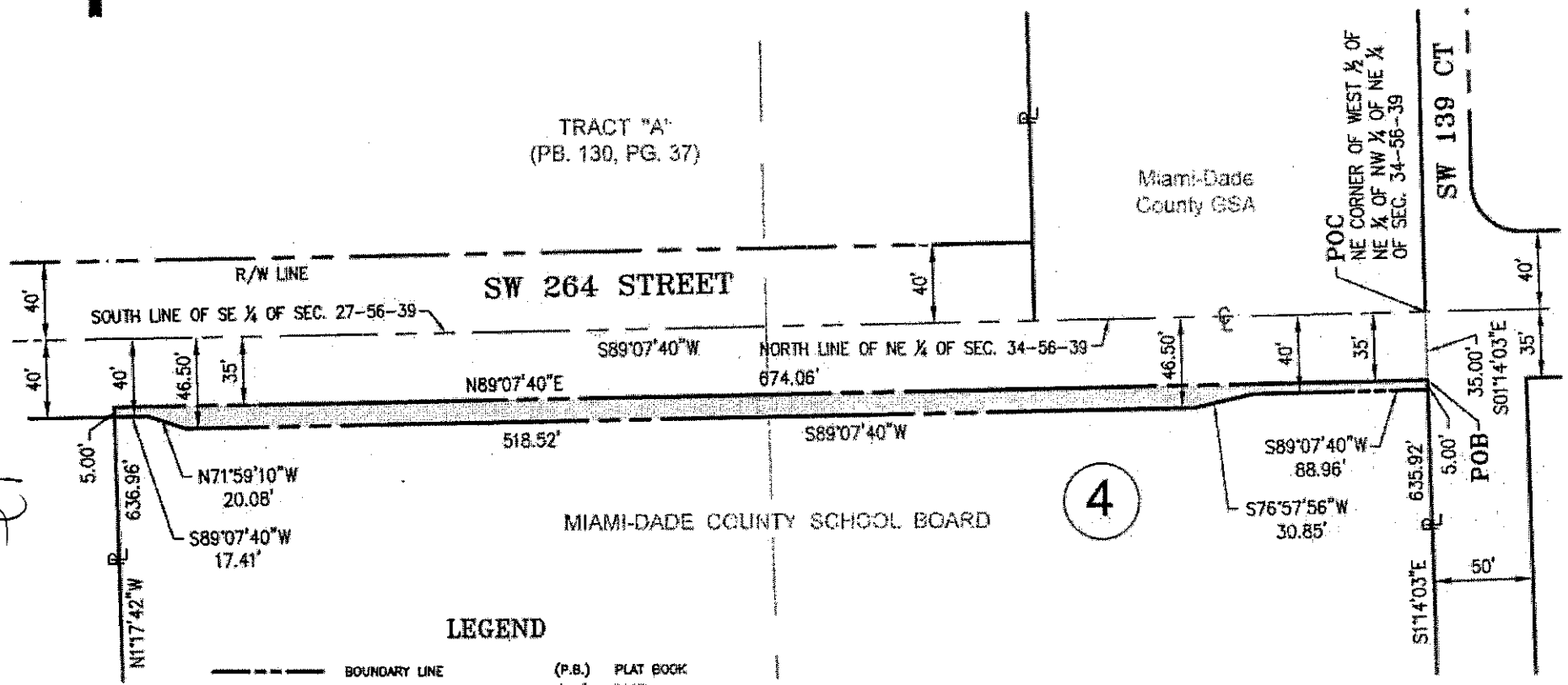
Exhibit "A"

LEGAL DESCRIPTION

COMMENCE at the Northeast corner of the West 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 34, Township 56 South, Range 39 East, Miami-Dade County, Florida; THENCE South 1°14'03" East along the East line of the West 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 34 for 35.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; THENCE continue South 1°14'03" East along said East line for 5.00 feet; THENCE South 89°07'40" West along the South line of the North 40.00 feet of the Northeast 1/4 of said Section 34 for 88.96 feet; THENCE South 76°57'56" West for 30.85 feet; THENCE South 89°07'40" West along the South line of the North 46.50 feet of the Northeast 1/4 of said Section 34 for 518.52 feet; THENCE North 71°59'10" West for 20.08 feet; THENCE South 89°07'40" West along the South line of the North 40.00 feet of the Northeast 1/4 of said Section 34 for 17.41 feet; THENCE North 1°17'42" West along the West line of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 34 for 5.00 feet; THENCE North 89°07'40" East along the South line of the North 35.00 feet of the Northeast 1/4 of said Section 34 for 674.06 feet to the POINT OF BEGINNING.

EXHIBIT "A"

SEC 27,34
TWP 56 S
RGE 39 E



LEGEND

	BOUNDARY LINE	(P.B.)	PLAT BOOK
	PROPERTY LINE	(PG.)	PAGE
	RIGHT-OF-WAY LINE	(SEC.)	SECTION
	CENTER LINE	(O.R.B.)	OFFICIAL RECORDS BOOK
	EASEMENT	R/W	RIGHT OF WAY
	AREA TO BE CONVEYED	℄	PROPERTY LINE
(POB)	POINT OF BEGINNING	(L)	LENGTH
(POC)	POINT OF COMMENCEMENT	(Δ)	DELTA
⅊	MONUMENT LINE	(R)	RADIUS
℄	CENTER LINE	(D)	BY DEED
(TWS)	TOWNSHIP	(RGE)	RANGE

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

MIAMI-DADE PWWM

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

SW 264th STREET

PARCEL No. 4

SCALE: 1" = 80'	DATE: 03-05-12
DRAWN BY: L. Espinosa	
CHECKED BY: L. Lacou	
PROJECT:	SHEET: 2 of 2

EXHIBIT "A"

LEGAL DESCRIPTION PARCEL 4:

COMMENCE at the Northeast corner of the West 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 34, Township 56 South, Range 39 East, Miami-Dade County, Florida; THENCE South 1°14'03" East along the East line of the West 1/2 of the Northeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 34 for 35.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; THENCE continue South 1°14'03" East along said East line for 5.00 feet; THENCE South 89°07'40" West along the South line of the North 40.00 feet of the Northeast 1/4 of said Section 34 for 88.96 feet; THENCE South 76°57'56" West for 30.85 feet; THENCE South 89°07'40" West along the South line of the North 46.50 feet of the Northeast 1/4 of said Section 34 for 518.52 feet; THENCE North 71°59'10" West for 20.08 feet; THENCE South 89°07'40" West along the South line of the North 40.00 feet of the Northeast 1/4 of said Section 34 for 17.41 feet; THENCE North 1°17'42" West along the West line of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 34 for 5.00 feet; THENCE North 89°07'40" East along the South line of the North 35.00 feet of the Northeast 1/4 of said Section 34 for 674.06 feet to the POINT OF BEGINNING.

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THIS IS NOT A SURVEY

MIAMI-DADE PWWM	SKETCH TO ACCOMPANY LEGAL DESCRIPTION MIAMI-DADE COUNTY PUBLIC WORKS AND WASTE MANAGEMENT DEPT. LAND DEVELOPMENT/RIGHT-OF-WAY DIVISION ENGINEERING SECTION	SW 264th STREET PARCEL No. 4	SCALE: / DATE: 03-05-12 DRAWN BY: L. Espinosa CHECKED BY: L. Lacau PROJECT: / SHEET: 1 of 2

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 much needed roadway improvements to SW 264 Street between U.S. 1 and SW 137 Avenue, being funded by the People's Transportation Plan; and

WHEREAS, as part of this work, improvements will be constructed along SW 264 Street, adjacent to the Young Men's Academy for Academic and Civic Development at MacArthur South (School); and

WHEREAS, to accomplish its work, the County has requested that a portion of the School property adjacent to SW 264 Street be dedicated to the County for public right-of-way purposes; and

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

WHEREAS, the County will construct, at its sole cost and expense, a bus drop-off/pick-up lane within the area of the conveyance, for use by the School; and

WHEREAS, in addition to constructing the bus drop-off/pick-up lane, the County, at its sole cost and expense, will relocate the School's existing perimeter iron picket fence, remove the trees located along the north perimeter of the School and plant new trees at another location within the School property, and construct a new pedestrian ramp for use by the School; 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 relocation, replanting and construction activities noted above, the parties have agreed to enter into this Agreement; and

WHEREAS, the Board, at its meeting of May 11, 2011, Board Action #114,917, 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 iron picket fence to the new north property line, removing the trees, planting seven new trees at a location within the School property to be determined by the Board, and in compliance with the Board's master specifications and design criteria on trees, constructing a new bus drop-off/pick-up lane, construction a pedestrian ramp, and other activities directly

related to County Project 20040350 (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 and assigned School District Project Manager 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 three (3) years 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 and assigned School District Project Manager 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, including, without limitation, bus drop-off in the mornings and bus pick-up in the afternoons, and shall create a safe means of ingress and egress for students, staff, visitors, invitees and the public to and from the area used by the School for bus drop-off/pick-up, until such time as construction of the new bus drop-off/pick-up lane is completed by the County and made operable for 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 store or park vehicles within the School or Construction Area at any time.

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 an 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 District Project Manager and 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 create a safe means of ingress and egress for students, staff, visitors, invitees and the public to and from the School's bus drop-off area throughout the term of this Agreement.

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: arijo@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 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: _____

Alberto M. Carvalho
Superintendent of Schools

Marie L. Izquierdo
Designee

TO THE BOARD: APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____
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.

Sandra Johnakin
Notary Public

DD889447
Serial Number

Sandra Johnakin
Print name

SANDRA JOHNAKIN
Notary Public, State of Florida
My Comm. expires July 5, 2013
No. DD889447
Bonded thru Arthur J. Gallagher & Co.

MIAMI-DADE COUNTY

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

ATTEST:

By: _____
Clerk

Approved as to Form and
Legal Sufficiency:

_____
County Attorney

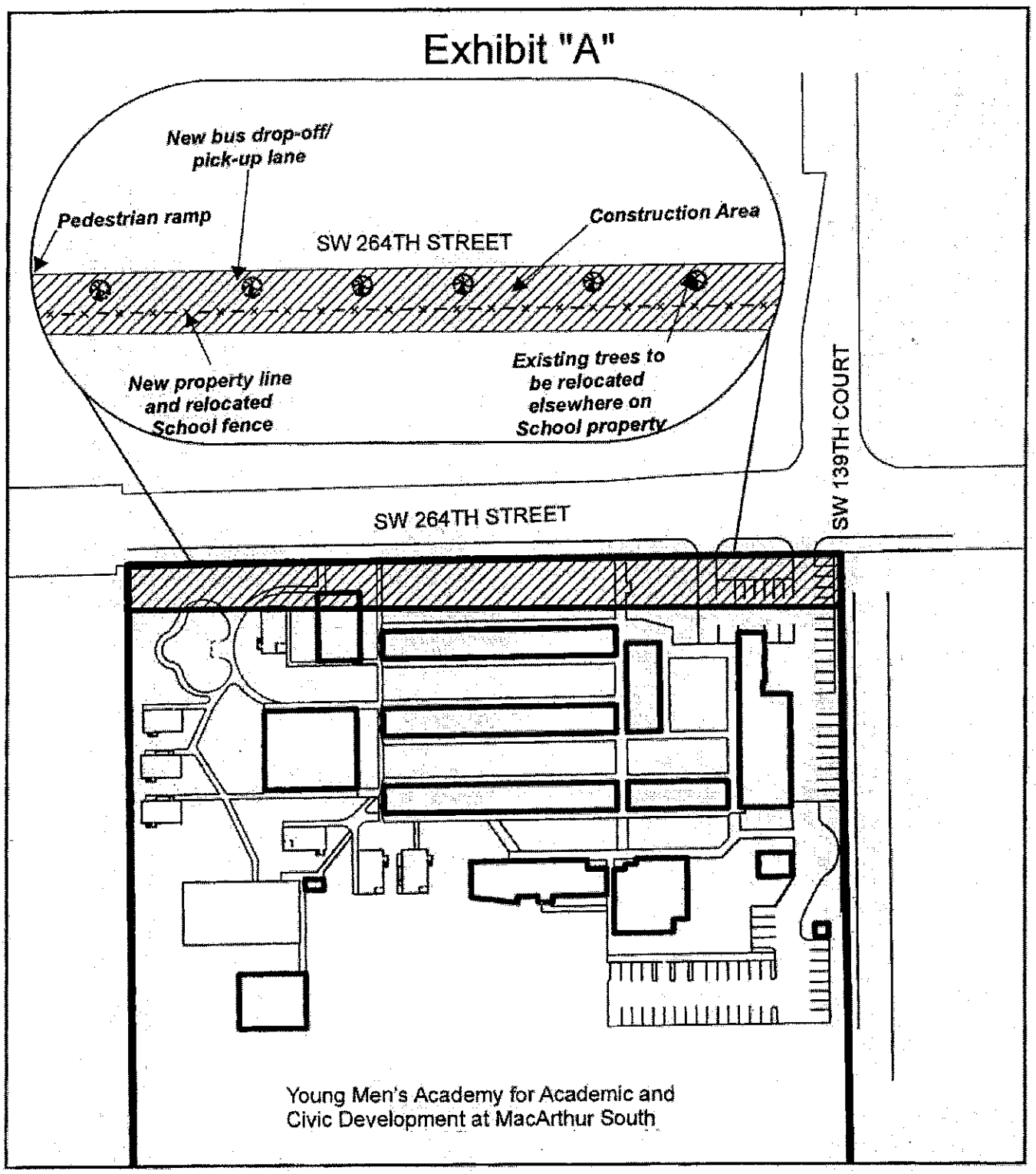
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

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

Exhibit "A"



Note: the Construction Area shall be expanded
to include the area on the School property
where seven new trees will be planted, as mutually agreed to
by the County Designee and the School Principal and Project Manager.

Legend

Construction Area

N

Not to scale

Path: T:\9217\9717\GIS 10_11\Board Items\mxd\Young Men's Academy at MacArthur South.mxd