

# MEMORANDUM

Agenda Item No. 11(A)(9)

**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** October 5, 2021

**FROM:** Geri Bonzon-Keenan  
County Attorney

**SUBJECT:** Resolution approving the Interlocal Agreement between the School Board of Miami-Dade County, Florida ("School Board") and Miami-Dade County, for: (1) the lease of approximately 2.71 acres of vacant School Board property located at 15015 S.W. 24 Street, Miami, Florida, 33185 ("premises"); (2) the development of premises with a multipurpose facility at a cost not to exceed \$9,150,000.00 to be funded From Building Better Communities General Obligation Bond Program ("Bond Program"); (3) joint-use of premises and of School Board parking lot and playfield facility; (4) a term of 25 years with two, 10-year renewal options; and (5) annual rent of \$1.00 payable to School Board; approving allocation and grant of \$850,000.00 of Bond Program Project No. 241 – "Unincorporated Municipal Service Area – Future Multi-Use Facility" to School Board for development of playfield facility adjacent to premises; approving waiver of requirements that playfield facility be maintained for 25 years; approving advance payment to School Board of 90 percent of grant funds and directing the County Mayor to provide same to School Board; delegating authority to the County Mayor to finalize and execute agreements, to take all actions to effectuate lease, and to exercise all rights conferred therein

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Joe A. Martinez.



\_\_\_\_\_  
Geri Bonzon-Keenan  
County Attorney

GBK/uw



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** October 5, 2021

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 11(A)(9)

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
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_ ) 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. 11(A)(9)  
10-5-21

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA (“SCHOOL BOARD”) AND MIAMI-DADE COUNTY, FOR: (1) THE LEASE OF APPROXIMATELY 2.71 ACRES OF VACANT SCHOOL BOARD PROPERTY LOCATED AT 15015 S.W. 24 STREET, MIAMI, FLORIDA, 33185 (“PREMISES”); (2) THE DEVELOPMENT OF PREMISES WITH A MULTIPURPOSE FACILITY AT A COST NOT TO EXCEED \$9,150,000.00 TO BE FUNDED FROM BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM (“BOND PROGRAM”); (3) JOINT-USE OF PREMISES AND OF SCHOOL BOARD PARKING LOT AND PLAYFIELD FACILITY; (4) A TERM OF 25 YEARS WITH TWO, 10-YEAR RENEWAL OPTIONS; AND (5) ANNUAL RENT OF \$1.00 PAYABLE TO SCHOOL BOARD; APPROVING ALLOCATION AND GRANT OF \$850,000.00 OF BOND PROGRAM PROJECT NO. 241 – “UNINCORPORATED MUNICIPAL SERVICE AREA – FUTURE MULTI-USE FACILITY” TO SCHOOL BOARD FOR DEVELOPMENT OF PLAYFIELD FACILITY ADJACENT TO PREMISES; APPROVING WAIVER OF REQUIREMENTS THAT PLAYFIELD FACILITY BE MAINTAINED FOR 25 YEARS; APPROVING ADVANCE PAYMENT TO SCHOOL BOARD OF 90 PERCENT OF GRANT FUNDS AND DIRECTING THE COUNTY MAYOR TO PROVIDE SAME TO SCHOOL BOARD; DELEGATING AUTHORITY TO THE COUNTY MAYOR TO FINALIZE AND EXECUTE AGREEMENTS, TO TAKE ALL ACTIONS TO EFFECTUATE LEASE, AND TO EXERCISE ALL RIGHTS CONFERRED THEREIN

**WHEREAS**, on October 3, 2019, the Board of County Commissioners (“Board”) approved Resolution No. R-1004-19 allocating funds from the Building Better Communities

General Obligation Bond Program (“Bond Program”) project numbers 241 – “Unincorporated Municipal Service Area – Future Multi-Use Facility” (“Project No. 241”) and 232 – “Future Multi-Use Facilities” (“Project No. 232”) in an amount not to exceed \$10,000,000.00 for development of a multipurpose facility consisting of an outdoor, open space with landscaping, audio and visual equipment, an open theater and stage, and pathways so as to allow the multi-purpose facility to host a variety of public services and events for the community on an open field adjacent to Miami-Arts Studio 6-12 Zelda Glazer Campus, located at 15015 S.W. 24 Street, Miami, Florida 33185 (the “School”); and

**WHEREAS**, the Board further authorized the County Mayor to negotiate a lease or use agreement with the School Board of Miami-Dade County, Florida (“School Board”) to allow for Miami-Dade County (“County”) to use a portion of the School Board’s property adjacent to the School Board for development of the multipurpose facility; and

**WHEREAS**, the County and the School Board have negotiated, and nearly finalized, an Interlocal Agreement (“Agreement”), which is substantially in form attached hereto as Attachment 1 and incorporated herein by reference, whereby the School Board will lease to the County an approximately 2.71 acre portion of vacant land adjacent to the School (the “premises”) for a term of 25 years with two, 10-year options to renew, at a nominal rental rate of \$1.00 per year in rent; and

**WHEREAS**, pursuant to the terms of the Agreement, the County will construct and operate the multipurpose facility on the premises, at the County’s sole cost, and shall have the right to utilize a playfield facility to be built by the School Board adjacent to the premises and a School parking lot, located closest to the premises, to serve users of the multipurpose facility, provided that the School Board shall have the right to terminate the County’s right to utilize the playfield facility after the tenth (10<sup>th</sup>) year of the term of the Agreement; and

**WHEREAS**, while the Agreement does not commit the County to spend any certain amount on the construction of the multi-purpose facility, County administrative staff estimates that the cost of the design and construction of the multipurpose facility on the premises shall not exceed \$9,150,000.00 and shall be funded from Bond Program Project Nos. 241 and 232 funds; and

**WHEREAS**, the Agreement also requires that prior to the execution thereof by the County and School Board, the County shall hold a public meeting to seek feedback from the community members living in close proximity to the premises in order to promote discussions and recommendations related to the County's proposed development and use of the premises, including the proposed programs and operations to be conducted on the premises; and

**WHEREAS**, such public meeting was held on August 31, 2021, at the School; and

**WHEREAS**, as further consideration for the Agreement, the School Board has requested that the County provide funds in an amount sufficient for the School Board to develop and improve the playfield facility at the School adjacent to the premises for the joint use of the School Board and the County; and

**WHEREAS**, this Board desires to allocate and grant the School Board \$850,000.00 of Bond Program funds from Project No. 241 for the development of a playfield facility at the School that will serve to complement the multipurpose facility and to serve both students during the School Board's use thereof and also the community-at-large during the County's usage; and

**WHEREAS**, the Agreement includes, as Exhibit A thereto, a Bond Program Interlocal Agreement ("Bond Agreement") to grant the \$850,000.00 of Bond Program funds to the School Board; and

**WHEREAS**, the Bond Program's administrative rules and standard interlocal agreement approved by this Board pursuant to Resolution No. R-595-05 require a recipient of Bond Program funds maintain the improvements for a minimum of 25 years; and

**WHEREAS**, the School Board has requested that the County waive this requirement as the School Board estimates, and County administrative staff concurs, that the useful life of the playfield improvements will not exceed 10 years and, additionally, the School Board may need to develop the land underlying the proposed playfield facility at some point beyond 10 years in order to expand the School if student demands and needs increase; and

**WHEREAS**, the County would instead require, as set forth in the Bond Agreement, that the School Board maintain and operate the playfield facility for the public for 10 years following its completion; and

**WHEREAS**, additionally, while the Bond Program's administrative rules provide that generally the Bond Program funds are paid to recipients on a reimbursement basis, the administrative rules also provide that municipalities may request an advance of up to 90 percent of their grant funds; and

**WHEREAS**, the School Board has requested that the County treat the School Board as it treats municipalities with respect to advance payments in order to advance 90 percent of the \$850,000.00 Bond Program grant funds for its construction of the playfield facility; and

**WHEREAS**, this Board desires to approve an advance payment to the School Board of 90 percent of the \$850,000.00 grant funds, as set forth in the Bond Agreement, and further desires to direct the County Mayor to provide such advancement payment to the School Board within 30 days of the execution of the Bond Agreement, as set forth therein,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that:

**Section 1.** The foregoing recitals are incorporated in this resolution and are approved.

**Section 2.** This Board approves the Interlocal Agreement between the School Board and the County, in substantially the form attached hereto as Attachment 1 and made a part hereof,

for: (a) the lease of the premises; (2) the development by the County of the multi-purpose facility at the premises at a cost not to exceed \$9,150,000.00 to be funded from Bond Program funds in the amount of \$540,000.00 from Project No. 241 and \$8,610,000.00 from Project No. 232; (3) the joint-use by the School Board and the County of the premises, and of the playfield facility and parking lot located at the School adjacent to the premises; (4) a term of 25 years with two, 10-year options to renew, and (5) annual rent of \$1.00 payable by the County to the School Board.

**Section 3.** This Board approves an allocation and grant of \$850,000.00 to the School Board of Project No. 241 funds for development and construction of a playfield facility at the School adjacent to the premises.

**Section 4.** This Board approves a waiver of the Bond Program's administrative rules and standard interlocal agreement approved by this Board pursuant to Resolution No. R-595-05 that require a recipient of Bond Program funds to maintain the improvements for a minimum of 25 years to instead require the School Board to maintain the improvements for a minimum of 10 years following its completion.

**Section 5.** This Board approves an advance payment to the School Board of 90 percent of the \$850,000.00 grant funds, and directs the County Mayor to provide such advancement payment to the School Board within 30 days of the execution of the Bond Agreement attached to Attachment 1 as Exhibit A.

**Section 6.** This Board delegates the authority to the County Mayor to negotiate, finalize the terms of, and execute the Agreement and Bond Agreement with the School Board, subject to final review and approval by the County Attorney's Office, provided: (a) said terms and conditions are no less favorable, financial or otherwise, to the County as those terms contained in the Agreement, including the Bond Agreement, attached to this resolution; (b) said terms and conditions allow the County to develop, operate and maintain the multi-purpose facility at the

premises; and (c) no policies of this Board are violated or modified in the final terms of the Agreement and the Bond Agreement. This Board further authorizes the County Mayor to exercise all rights conferred in the Agreement and Bond Agreement to complete all acts necessary to effectuate the Agreement and the Bond Agreement.

**Section 7.** This Board directs the County Mayor to appoint staff to finalize the terms of the Agreement and the Bond Agreement and to monitor compliance therewith after execution of same, to provide written notice to the Clerk of the Board as to the name of the staff members and the departments tasked with monitoring the Agreement and Bond Agreement (“monitoring memorandum”), and submit a copy of the final, executed Agreement and Bond Agreement to the Clerk of the Board, who shall file same and the monitoring memorandum along with this resolution.

The Prime Sponsor of the foregoing resolution is Commissioner Joe A. Martinez. The foregoing resolution 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:

Jose “Pepe” Diaz, Chairman	
Oliver G. Gilbert, III, Vice-Chairman	
Sen. René García	Keon Hardemon
Sally A. Heyman	Danielle Cohen Higgins
Eileen Higgins	Joe A. Martinez
Kionne L. McGhee	Jean Monestime
Raquel A. Regalado	Rebeca Sosa
Sen. Javier D. Souto	



The Chairperson thereupon declared this resolution duly passed and adopted this 5<sup>th</sup> day of October, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the 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.

MRP

Monica Rizo Perez

**INTERLOCAL AGREEMENT**  
**BY AND BETWEEN**  
**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA,**  
**AND**  
**MIAMI-DADE COUNTY, RELATING TO CONSTRUCTION AND OPERATION OF**  
**FACILITY ENHANCEMENTS AT MIAMI ARTS STUDIO 6-12 AT ZELDA GLAZER**

THIS INTERLOCAL AGREEMENT BY AND BETWEEN THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AND MIAMI-DADE COUNTY, RELATING TO CONSTRUCTION AND OPERATION OF FACILITY ENHANCEMENTS AT MIAMI ARTS STUDIO 6-12 AT ZELDA GLAZER (“Interlocal Agreement” or “ILA”), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 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” or “School Board”), and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, delegating authority in this Interlocal Agreement as authorized, to the Mayor, the Mayor’s Designee or to authorized Miami-Dade County employees as collectively referred to in this Interlocal Agreement as the “COUNTY.” The BOARD and COUNTY are sometimes referred to in this Interlocal Agreement individually as “Party” and collectively as the “Parties.”

**RECITALS**

WHEREAS, Section 163.01, Florida Statutes, the “Florida Interlocal Cooperation Act of 1969”, authorizes public agencies to enter into Interlocal Agreements for mutual benefit and to provide facilities to service the needs of local communities; and

WHEREAS, the Miami-Dade County Board of County Commissioners, at its meeting of October 3, 2019, approved Resolution No. R-1004-19, allocating funds in an amount not to exceed \$10,000,000 for development of a multi-purpose facility (hereinafter referred to as the “Multipurpose Facility”) to be located on the open field adjacent to the Miami Arts

Studio 6-12 at Zelda Glazer campus, located at 15015 S.W. 24 Street, Miami, Florida 33185 (“**School**”); and

WHEREAS, the COUNTY further authorized the COUNTY Mayor or COUNTY Mayor’s designee to negotiate a lease agreement with the BOARD allowing for the COUNTY to use a portion of the BOARD’s property adjacent to the School for development of the Multipurpose Facility; and

WHEREAS, the COUNTY approached the BOARD requesting use of a portion of the School property to construct the Multipurpose Facility, as further described below, for the joint use and benefit of the Parties; and

WHEREAS, as consideration and as a material inducement to the BOARD to allow the COUNTY to construct and use the Multipurpose Facility on a portion of the School property, the COUNTY shall provide funds to the BOARD, in the amount of Eight Hundred and Fifty Thousand Dollars (\$850,000), so that the BOARD may make certain recreational improvements to adjacent School property for joint use by the Parties as a playfield (hereinafter referred to as the “**Playfield Facility**”), in accordance with the terms and conditions of the Building Better Communities General Obligation Bond (“**Bond**”) Program Interlocal Agreement attached hereto and made a part hereof as **Exhibit “A”**; and

WHEREAS, the Parties have agreed to enter into this Interlocal Agreement to lease a portion of the School property to the COUNTY to facilitate construction by the COUNTY of the Multipurpose Facility, and to facilitate construction by the BOARD of the Playfield Facility on a portion of the property adjacent to the School, for subsequent joint use by the Parties; and

WHEREAS, the COUNTY has formulated a plan for construction, opening and operating the Multipurpose Facility, which the COUNTY represents to be a plan in accordance with all local, county, state, federal laws and ordinances, and in compliance with the Centers for Disease Control and Prevention (“**CDC**”) guidelines and requirements, as they are related to the COVID-19 pandemic, and as such CDC guidelines may be amended from time to time (“**Opening Plan**”); and

WHEREAS, as further set forth in Article VI(B) of this Interlocal Agreement, the

Parties acknowledge and agree that, prior to the COUNTY's approval and the BOARD's approval of this Interlocal Agreement, the COUNTY held a virtual public meeting (and/or an in person public meeting, provided the School was open for public access), for the community and surrounding neighborhood on [ ], 2021, following public notice published no less than seven (7) days prior to such meeting on the COUNTY's calendar and website, in a newspaper of general circulation and posted on the Site (as Site is hereinafter defined), to seek feedback regarding the construction of the Multipurpose Facility from community members living in close proximity of the School, in order to promote discussions and recommendations related to the COUNTY's proposed improvements, proposed programs and operations to be conducted on the property adjacent to the School, and the potential impact of the COUNTY's Opening Plan on the community; and

WHEREAS, the BOARD has authorized this Interlocal Agreement in accordance with Board Action No. \_\_\_\_\_, at its meeting of \_\_\_\_\_, 20\_\_;

WHEREAS, the COUNTY has authorized this Interlocal Agreement in accordance with Resolution No. \_\_\_\_\_, at its meeting of \_\_\_\_\_, 20\_\_.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), restrictions and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the BOARD and COUNTY agree as follows:

I.

**RECITALS INCORPORATED**

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

II.

**PURPOSE**

The purpose of this Interlocal Agreement is to provide for: (1) the leasing of an approximate 2.71 acre portion of vacant land to the COUNTY for use as the Multipurpose Facility, as outlined in Article V of this Interlocal Agreement; (2) the construction by the COUNTY, at the COUNTY's sole cost and expense, of a Multipurpose Facility; 3) a financial

contribution to the BOARD, by the COUNTY of Eight Hundred and Fifty Thousand Dollars (\$850,000), for construction by the BOARD of a Playfield Facility within an adjacent approximate 1.79 acre parcel, as outlined in Article VI of this Interlocal Agreement, and subject to and in accordance with the provisions of the Bond Program Interlocal Agreement attached hereto as Exhibit "A"; (4) the joint use by the Parties of the Multipurpose Facility, the School parking lot (as hereinafter defined), and Playfield Facility, as outlined in Article VII of this Interlocal Agreement; (5) authorizing the Superintendent of Schools ("Superintendent") to negotiate and execute any other appropriate documents or agreements between the BOARD and COUNTY necessary to effectuate the implementation of this Interlocal Agreement, as mutually agreed to by the Parties; and (6) authorizing the County Mayor or the County Mayor's designee or COUNTY employee(s) to negotiate and execute any other appropriate documents or agreements between the COUNTY and BOARD necessary to effectuate the implementation of this Interlocal Agreement, as mutually agreed to by the Parties.

### III.

#### DESCRIPTION OF SITE

A. **Site.** The BOARD hereby leases to the COUNTY approximately 2.71 acres of the vacant property adjacent to the School for the construction and use of the Multipurpose Facility. An illustration of the 2.71 acres along with a depiction of the Multipurpose Facility improvements to be constructed thereon (the "Site"), is attached hereto, as set forth below. The BOARD shall make available to the COUNTY an additional approximate 1.79 acres for use as a Playfield Facility, and an approximate \_\_\_\_\_ acre parking lot ("School Parking Lot") for the COUNTY's joint use thereof in accordance with the provisions of Article VII. As set forth below, the Site shall consist of an area to be improved by the COUNTY as a Multipurpose Facility. Additionally, there will be an area to be improved by the BOARD as the Playfield Facility, having certain playfield improvements, and the School Parking Lot. For avoidance of doubt, unless specifically set forth in this Interlocal Agreement, the Site does not include any existing School structures, buildings or

facilities, the Playfield Facility or the School Parking Lot.

**B. Site Plan.**

1) The BOARD has agreed to the construction of the Multipurpose Facility and Playfield Facility improvements, as evidenced by execution of this Interlocal Agreement and the Bond Program Interlocal Agreement, and has approved of the conceptual site plan submitted by the COUNTY, encompassing the Playfield Facility, School Parking Lot and area of the Multipurpose Facility (“**Site Plan**”) attached hereto and made a part hereof as **Exhibit “B”**. The Site Plan depicts, generally, the Improvements (as hereinafter defined) that the COUNTY intends to construct on the Multipurpose Facility or about the Site, and, to the extent possible, includes the approximate location and layout of all existing buildings or other structures, location and layout of the existing parking lot, location and layout of open green space or lawn, location of fencing and any on-site driveways or pedestrian walkways to be used, as well as any existing improvements located within or surrounding the Site intended to be demolished, modified or in any way impacted by the proposed construction of the Improvements. The Parties shall work collaboratively to finalize the Site Plan to incorporate all of the handwritten edits set forth in Exhibit “B” and the final, revised Site Plan shall be attached hereto and shall replace Exhibit “B”.

2) Following BOARD approval of this Interlocal Agreement, in the event the COUNTY seeks to modify the Site Plan, the BOARD, through its designee, shall provide the COUNTY with a written response, issuing an approval or denial of any proposed modifications within thirty (30) days of submission. Should the BOARD’s designee deny approving the COUNTY’s revisions to its previously approved Site Plan, said written notice of denial shall detail with specificity, the factors and grounds for the denial, and said notice shall afford the COUNTY with the opportunity to cure any deficiencies as noted within a prescribed time frame, or allow the COUNTY to submit additional documentation for further BOARD review and approval, until such time when an approval is achieved.

**C. Survey.** The COUNTY shall, at its sole cost and expense, provide a signed and sealed boundary survey depicting the three (3) legal descriptions comprising of the

Site, the area of the School Parking Lot, and the area of the Playfield Facility. The three (3) legal descriptions shall be labeled as "Multipurpose Facility", "Playfield Facility", and "School Parking Lot", respectively, and the Survey, once approved by the BOARD or its designee, shall be attached to this Interlocal Agreement and become a part hereof as **Exhibit "C"**, prior to execution of this Interlocal Agreement by the Parties. Such survey shall be certified to the BOARD and the COUNTY.

**D. Condition of the Site.**

1) Subject to the provisions of Article VI(M) of this Interlocal Agreement, any known environmental conditions that exist on the Site, as of the Effective Date (if any), as defined later below, which shall require BOARD remediation under applicable environmental laws, and any environmental conditions affecting the Site unknown to the BOARD, as of the Effective Date (latent defects), which shall require the Parties to contribute up to a certain amount for such remediation, pursuant to Article VI of this Interlocal Agreement, the COUNTY covenants and agrees to accept and lease the Site, in its "as-is", "where-is" condition, with all faults as of the Effective Date of this Interlocal Agreement, subject to all easements, covenants or other encumbrances and limitations of record. Any and all environmental testing initiated by the COUNTY on the Site in this regard shall be coordinated in advance through the Miami-Dade County Public Schools ("District") Regulatory Compliance Department, and the District shall be provided with split samples of any materials collected on the Site, and a copy of the report of any and all findings.

2) The BOARD makes no representations or warranties of any type or nature whatsoever, either expressed or implied, as to the usefulness, physical condition or appropriateness of the Site for the COUNTY's operations or any specific use. The BOARD covenants and agrees that it is lawfully seized of the Site and is not aware of any liens, claims or encumbrances against the property.

3) The COUNTY, by executing this Interlocal Agreement, agrees and acknowledges that the BOARD has made no representations whatsoever regarding the Site. The COUNTY represents that it is relying and will continue to rely solely on its own

investigations of the Site in its decision to occupy or use it, and the COUNTY further acknowledges and agrees that the BOARD shall not indemnify the COUNTY in any way with respect to condition of the Site, unless such indemnification is required as a result of the BOARD's remediation and/or contribution toward any remediation for any known environmental conditions as of the Effective Date, including, but not limited to the Parties' remediation of latent defects as of the Effective Date in compliance with Article VI.

4) The provisions of this paragraph shall survive the expiration or the early termination or cancellation of this Interlocal Agreement.

**E. COUNTY's Right of Early Termination for Environmental Conditions or Encumbrance.** The Parties hereby acknowledge and agree that the COUNTY shall have the right to terminate this Interlocal Agreement at any time prior to the commencement of construction related activities on the Multipurpose Facility, should the COUNTY determine, in its sole and absolute discretion, that the environmental condition of the Multipurpose Facility is too costly or problematic to remediate or rectify, and/or any existing encumbrance or limitation of record is too costly or problematic to resolve. The COUNTY shall give the BOARD third (30) calendar days' written notice prior to termination for environmental conditions or for existing encumbrances or limitation of record.

**F. Condition of the area of the School Parking Lot and Playfield Facility.** The BOARD and the COUNTY acknowledge, understand and agree that the responsibility for environmental conditions and hazardous substances, if any, on the School Parking Lot and Playfield Facility properties are the sole responsibility and obligation of the BOARD.

#### IV.

#### **TERM; COMPLIANCE WITH EMERGENCY ORDERS**

**Term.** This Interlocal Agreement shall be effective upon the date on which the last of the Parties initials or executes this Interlocal Agreement (the "Effective Date"). The COUNTY acknowledges and agrees that within thirty (30) calendar days after the Effective Date, and as a precondition to initiating any construction related activities dealing with the



Multipurpose Facility, the COUNTY shall execute with the School Board, the Bond Program Interlocal Agreement in the amount of Eight Hundred and Fifty Thousand Dollars (\$850,000), for the School Board to utilize in the construction of the Playfield Facility. The term of this Interlocal Agreement encompassing the Site, shall be for a period of twenty-five (25) years commencing on the Effective Date. In addition, the COUNTY shall have the right to extend the term of this Interlocal Agreement for two (2) ten (10) year periods, at the mutual agreement of the Parties, so long as the COUNTY is not in breach of any material matter or condition pertaining to this Interlocal Agreement, beyond any applicable cure period.

**B. Compliance with Applicable Laws.** Notwithstanding any other provisions of this Interlocal Agreement, the Parties acknowledge and agree that they shall each comply with all applicable local, county, state, or federal executive orders, rules and/or regulations currently in place or that may be implemented related to the COVID-19 crisis or any future pandemic (“**Emergency Orders**”) at all times in the Parties’ use of the Multipurpose Facility, the School Parking Lot, and the Playfield Facility, at the sole cost and expense of each Party with respect to their own compliance therewith. These restrictions may include, but are not limited to, social distancing requirements, on-site supervision to ensure compliance, requirements for personal protective equipment, sanitizing protocols, closure of facilities or restrictions on maximum capacity, inspections, licensing, permitting, etc., by all applicable jurisdictional entities, and the Parties shall provide to each other sufficient documentation acceptable to each other certifying compliance with any and all requirements set forth in the Emergency Orders, at each Parties’ sole cost and expense. Failure of either Party to comply with Emergency Orders within five (5) business days may be deemed a default of this Interlocal Agreement.

**V.**

**GROUND LEASE**

The BOARD shall lease to the COUNTY, and the COUNTY hereby leases from the BOARD, the Site for the construction of the Multipurpose Facility and related

improvements (as set forth below), at the COUNTY's sole cost and expense (consistent with Article VI of this Interlocal Agreement), and for the operation, use and maintenance thereof once construction of the agreed upon improvements is completed, pursuant to the terms and conditions set forth below and elsewhere in this Interlocal Agreement. The COUNTY shall pay to the BOARD an amount of One Dollar (\$1.00) per year for use of the Site. The provisions of this Article V and any other applicable provisions of this Interlocal Agreement shall constitute a ground lease from the BOARD to the COUNTY. The Board shall retain fee simple ownership of the Site at all times.

The Parties agree that cancellation of this Interlocal Agreement shall automatically serve to cancel the ground lease of the Site by operation of law, without further action by or notice from either Party.

## VI.

### **CONSTRUCTION OF IMPROVEMENTS BY THE COUNTY; ENVIRONMENTAL CONDITIONS**

A. **Improvements; generally.** The COUNTY shall construct, at the COUNTY's sole cost and expense, a number of improvements on the Site consisting, generally, of a soundscape wall, restroom pavilion, plaza, parking, fencing, central lawn and landscaping, as substantially depicted in the Site Plan, as well as any other recreational or educational components desired by the COUNTY and as approved by the BOARD. All improvements to be constructed by the COUNTY, including the chain link or barrier fence, and any future recreational improvements to be constructed by the COUNTY within the Site, if any, are hereinafter collectively referred to herein as the "**Improvements**".

B. Prior to the approval of this Interlocal Agreement by the COUNTY and by the BOARD, the COUNTY shall hold a live or virtual public meeting for the community and surrounding neighborhood, following public notice published no less than seven (7) days prior to such meeting on the COUNTY's calendar and website, in a newspaper of general circulation and posted on the Site, to seek feedback regarding the construction of the Multipurpose Facility from community members living in close proximity of the School, and the COUNTY and/or the BOARD shall mutually schedule and seek feedback

from community members living in close proximity of the School, in order to promote discussions and recommendations related to the COUNTY's proposed Improvements, proposed programs and operations to be conducted on the Site and the potential impact of the COUNTY's Opening Plan on the community. The timing, forum, format, frequency and scope of the public engagement and input shall be mutually determined by the Parties in their reasonable discretion.

**C. Required Fence.** In compliance with the provisions of Section 1012.468(1)2(e) F.S., the Jessica Lunsford Act, the COUNTY agrees to erect at its sole cost and expense, as part of the Improvements to be constructed by the COUNTY on the Site, a new chain link fence or alternatively a barrier fence to be mutually approved by the Parties. The fence shall be a minimum of 6 feet in height, to separate the Site, from the balance of the School campus. Further, the COUNTY agrees to also fence off the Site from any small areas between Playfield Facility and/or the School Parking Lot and the School. The sufficiency of the fence to meet the requirements of the Jessica Lunsford Act as well as the BOARD's safety and security criteria, shall be determined by the BOARD in its sole authority, not to be unreasonably enforced. Notwithstanding this provision, the type and location of fencing to limit access to the School campus from the School Parking Lot, shall be as mutually agreed to by the Parties. The installation of the chain link fence or barrier fence surrounding the Site shall be a condition precedent to the COUNTY's occupancy and use of the Multipurpose Facility, Playfield Facility and School Parking Lot, and the fencing must be in place prior to initiating any Multipurpose Facility construction related activities. Non-compliance with this provision shall be deemed an event of default of this Interlocal Agreement.

**D. Payment to Board.** The COUNTY further acknowledges and agrees that as a precondition to commencing any of the Improvements, the COUNTY shall be responsible for payment to the BOARD of the cost to be borne by the BOARD for jurisdictional plan review, permitting, and inspections related to the Improvements in accordance with the rates and payment schedule attached hereto and made a part hereof as **Exhibit "D"**. The 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.

**E. BOARD Review and Approval of Plans and Specifications.** Prior to the commencement of construction of the Improvements by the COUNTY or its contractors at the Multipurpose Facility, or elsewhere on the Site if/as required to complete its construction related activities at the Multipurpose Facility, the COUNTY shall submit construction plans and specifications, as required by the BOARD, for review and approval. The plans and specifications 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 construction of the Improvements. The plans shall be prepared in accordance with all applicable laws, rules, regulations, statutes and codes, including, without limitation, the District's design criteria and standards ([http://facilities.dadeschools.net/2004-MasterSpec\\_Div2-16.asp](http://facilities.dadeschools.net/2004-MasterSpec_Div2-16.asp)), specifications and safety codes, the State Requirements for Educational Facilities (SREF), and the Florida Building Code, in effect at the time the plans and specifications are submitted to the BOARD. All of the Improvements 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 the Improvements. The BOARD's Building Department shall be the entity responsible for reviewing and approving all construction documents, issuing permits for construction of the Improvements and providing final acceptance of the Improvements.

**F. Permits Required.** The work associated with the Improvements on the Multipurpose Facility shall not commence until proper permits have been issued, including permit requirements of any applicable jurisdictional governmental entity, and shall at all times be in compliance with all applicable laws, rules and regulations, as provided under Articles XVIII and XXVII of this Interlocal Agreement, including, without limitation, the Florida Building Code, the Americans with Disabilities Act, the Jessica Lunsford Act, the State Requirements for Educational Facilities (SREF), and District's design criteria and standards, as noted above, applicable for the Improvements. All permits shall be properly

closed by the COUNTY upon completion of the Improvements, and evidence of same, satisfactory to the BOARD, shall be provided without demand. All of the Improvements shall be limited to those areas designated in the plans, and the COUNTY shall have no authority to access any other portions of the School campus, except as otherwise provided for in this Interlocal Agreement, or as authorized by the School Principal or designee, or assigned District Project Manager in writing, in its sole discretion.

G. **Building Codes.** The COUNTY's construction of the Improvements, shall conform to safety and building codes criteria in effect at the time of the Improvements and established by the BOARD, or its designee, and the COUNTY's construction of the Improvements shall neither unreasonably disrupt nor interfere with the BOARD's operations at the School. The COUNTY and its contractors shall take all necessary safety precautions during construction of the Improvements, secure all construction areas by appropriate construction fencing, and coordinate on an ongoing basis with the School Principal or designee, or assigned District Project Manager, to minimize impact on, and to assure the safety of, the BOARD's students, staff, visitors, invitees and the public at all times. As set forth below, the COUNTY and its contractors shall work closely with the School Principal to ensure that the construction work associated with the Improvements does not unreasonably interfere with or disrupt any of the School's educational activities or operations, including, without limitation, testing mandated by the State of Florida or the School Board beyond routine periodic testing.

H. **Construction activities; applicable laws and authority.** Subject to compliance with the provisions of the Jessica Lunsford Act, all construction activities shall be conducted either during or after School hours. The COUNTY shall make all reasonable efforts to ensure that construction related activities that are to be performed on or about the Site will neither unreasonably disrupt nor interfere with the School's daily operations. In addition, the COUNTY agrees to minimize noise during construction within the Site, and shall work collaboratively with the School Principal or designee in this regard, particularly as concerns periods of school testing. Prior to the commencement of construction of the Improvements, the COUNTY shall provide the BOARD with a tentative schedule for the

commencement and completion of the Improvements. The COUNTY agrees that the School Principal or designee shall be notified in advance of all scheduled construction meetings, and shall be invited to attend in order to be made aware of construction activities at the Site. If the BOARD, or its designee, in its sole determination, requests that the COUNTY cease any construction work at the Site or elsewhere on the School campus due to unreasonable interference with school operations or a violation of any applicable rules and regulations or the BOARD's safety and security criteria, then the COUNTY shall immediately discontinue its activities at the Site, and shall proceed only after the BOARD, or its designee, has reviewed the scheduling, safety and/or manner of work in question and has authorized the COUNTY to continue, which authorization shall not be unreasonably withheld or delayed. The BOARD, through its designee, shall provide the COUNTY with reasonable notice in advance of the date(s) for any and all testing, and, subject to any further coordination with the School Principal or designee, the COUNTY shall discontinue or limit its activities at the Site for such specific dates. Should the BOARD request or cause the construction activities to cease, at any time, the time period prescribed and required in the construction schedule shall be thereby extended by the same number of days.

I. **Contractor and subcontractor indemnification.** The COUNTY shall cause any and all of its contractors and subcontractors doing any work on the Site to indemnify, defend and hold harmless the BOARD, its employees and representatives from any and all liability, damages and claims to the same extent that such contractor and subcontractor agrees to indemnify the COUNTY. In addition, the COUNTY shall require its contractors to provide the 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 \$1 Million 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 the COUNTY's contractors and subcontractors doing work on the Site or elsewhere on the School campus, in an amount not less than \$1 million combined single limit per occurrence for bodily injury and property damage, and (3) Workers' Compensation Insurance for all

employees of the COUNTY's contractors and subcontractors doing work on the Site or elsewhere on the School campus as required by Florida Statutes. "The School Board of Miami-Dade County, Florida, and its members, officers and employees" shall be named as an additional insured on all liability coverages except Workers' Compensation insurance. The COUNTY's contractor(s) and subcontractor(s) shall maintain such insurance at all times while the Improvements or construction related activities are performed on the Site or elsewhere on the School campus. The COUNTY covenants and agrees that it shall indemnify and hold harmless the 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 the Improvements or any Additional Improvements (as hereinafter defined) made by the COUNTY on the Site or elsewhere on the School campus, subject to the limitations included in Section 768.28, Florida Statutes.

In addition, the COUNTY shall cause each and every of its contractors and subcontractors performing work at the Site ("**COUNTY Contractors**") to further covenant and agree, at the COUNTY 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 Contractors' performance under any contract by and between the COUNTY and/or its assigns and any and all contractors and subcontractors. This provision shall survive the expiration or early termination or cancellation of this Interlocal Agreement. Furthermore, the COUNTY and/or its assigns shall cause the indemnification provision and the duty to defend provision in its Contract with COUNTY Contractors to survive the cancellation, early termination or expiration of any and all contracts by and between the COUNTY and/or its assigns and any of the COUNTY Contractors.

**J. Damage to Site and Improvements.** If, as a result of the COUNTY's actions in the performance of the Improvements, or failure to act, portions of the Site or School campus are damaged, as reasonably determined by 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 such action. Other than in the event a more timely

response is required, as reasonably established by the BOARD, the COUNTY shall complete the necessary repairs within sixty (60) days of receipt of written notice from the BOARD. In the event that the COUNTY is unable to complete the repair work within said sixty (60) day period, the COUNTY shall provide the BOARD with written notification stating the reasons, together with a mutually agreed to schedule for the completion of the repairs. If the COUNTY fails to complete the repair work within the prescribed time frame, absent a notice claim to the BOARD by the COUNTY for Force Majeure or Unavoidable Delay, as defined later below, or because the repair work reasonably requires additional time to complete, then the BOARD, at its sole option, shall have the right, but not the obligation, to make the necessary repairs, at the COUNTY's sole cost and expense. Force Majeure and Unavoidable Delay is defined herein in Article XXXIII. In order for the BOARD to grant an extension of time for Unavoidable Delay or Force Majeure, the COUNTY must demonstrate its inability to commence and/or complete the necessary repairs within the prescribed time frame due to an Unavoidable Delay or Force Majeure event. The COUNTY covenants and agrees that it shall reimburse the BOARD for this repair work within thirty (30) days of receipt from the BOARD of an invoice for same, accompanied by such documentation as may be commercially reasonably required by the COUNTY to substantiate the cost, expense, nature and completeness of the repair work. In the alternative, the BOARD may instead place the COUNTY in default, subject to the default provisions as set forth in Articles IX and X as stated herein, except in the case of Force Majeure or Unavoidably Delay.

Notwithstanding the foregoing, in the event of damage to the Site or School campus caused by the COUNTY or its agents, contractors or invitees, resulting in a significant impact to District operations or the safety and well-being of the public or the BOARD's students, staff and visitors, and that requires immediate repair, as determined by the BOARD, in the BOARD's sole discretion, and of which the COUNTY cannot or will not be able to immediately repair and/or restore the damaged area, the BOARD, in its sole discretion, may complete the emergency repair work at the COUNTY's sole cost and expense. The District will make every reasonable effort to notify the COUNTY prior to



taking such an action, and provide the COUNTY with an opportunity to immediately complete the repair work. In the event the BOARD initiates any emergency repair work pursuant to this Article, the BOARD shall provide the COUNTY with documentation to substantiate the following:

- 1) Documentation as to the damage to the Site or School campus;
- 2) Documentation that the damage is a result of COUNTY actions, or those of its agents, contractors, or invitees; and
- 3) Documentation that supports that the damage requires immediate repair.

Within thirty (30) days of the BOARD's repair, the BOARD shall provide the COUNTY with an invoice for the repair work completed, accompanied by such documentation as is commercially reasonably required to substantiate the cost, expense, nature and completeness of work completed by the BOARD.

**K. Requirement for Performance Bond and Builders Risk Insurance.** Prior to the start of any construction activities at the Site, and irrespective of the COUNTY's estimate of the cost of construction of the Improvements, the COUNTY shall cause the COUNTY's contractor to provide to the BOARD proof of Builders' Risk Insurance and a payment and performance bond ("**Bond**") with a surety insurer authorized to do business in the State of Florida as surety, with both documents based on the cost of the Improvements as jointly determined by the Parties. The payment and performance 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 Improvements provided for in this Interlocal Agreement.

**L. Requirement of No Lien.** The COUNTY shall not permit any liens to be filed or attached to the Site or School campus for any reason whatsoever, including, but not limited to, as a result of construction work associated with the Improvements performed by the COUNTY pursuant to this Interlocal Agreement. In the event that any such lien is recorded in the official records of Miami-Dade County, Florida, the COUNTY shall, within

sixty (60) 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. The BOARD shall be responsible for removing any liens filed or attached to the Site resulting from contracts entered into by the BOARD or District to remediate environmental conditions or perform any other work.

In the event a notice of violation is issued by any jurisdictional agency relating to the Improvements, said notice of violation shall be the sole responsibility of the COUNTY, and the COUNTY shall cure said violation(s) within sixty (60) days of receipt thereof or such lesser period of time as set forth in the applicable notice of violation, at the COUNTY's sole cost and expense. Should the COUNTY fail to comply with this requirement, absent a claim of Force Majeure or Unavoidable Delay, or due to any other provision in this Interlocal Agreement, then the BOARD may, by its own effort, cause such lien or other violations to be removed of record and cured. The COUNTY shall be liable to the BOARD for all costs of such removal, including, without limitation, any and all reasonable attorney's fees, court costs and any other cost or expense incurred or expended by the BOARD, unless such violation is attributable to the BOARD.

**M. Environmental Defects; Remediation.**

The BOARD shall be solely responsible for the remediation of any known environmental conditions that exist on the Site as of the Effective Date which requires remediation under applicable environmental laws (if any). With respect to any environmental conditions affecting the Site unknown to the BOARD as of the Effective Date (latent defects), the Parties agree to share all such costs on a 50-50 basis, up to a maximum aggregate amount of One Million (\$1,000,000) Dollars. If the cost exceeds One Million (\$1,000,000) Dollars in the aggregate, the Parties agree to use good faith efforts to agree to a plan for remediation and cost sharing of such remediation, failing which, either Party shall have the option, but not the obligation, to terminate this Interlocal Agreement with thirty (30) days advance written notice to the other Party.

Further, as described above, prior to the commencement of construction related activities on the Site, the COUNTY shall have the right to terminate this Interlocal

Agreement early, should the COUNTY determine, in its sole and absolute discretion, that the environmental condition of the Site is too costly or problematic to remediate or rectify and/or is too costly or problematic to resolve. The COUNTY shall give the BOARD third (30) calendar days' written notice prior to the early termination of this Interlocal Agreement for environmental conditions.

**N. Completion of Improvements.** It is expressly understood by the Parties that the COUNTY shall not commence any of the Improvements or construction activities within the Site or otherwise about the School campus until the COUNTY has secured all of the necessary licenses and permits, and the BOARD, or its designee, has approved, in writing, the date the COUNTY may start the Improvements, which approval shall not be unreasonably conditioned, withheld or delayed.

At the completion of the Improvements, the COUNTY shall secure an inspection of the Improvements from the BOARD's designee, verifying that the Improvements have been satisfactorily and properly completed, and the COUNTY shall not release the COUNTY Contractors from their contractual obligations or make final payment to the COUNTY Contractors until the BOARD's designee attests to the satisfactory completion of the Improvements. In addition, the COUNTY agrees that the COUNTY or the COUNTY Contractor(s) shall restore the area(s) where work was completed 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 Improvements, and will provide proof of closure of any and all permits related to the Improvements, without demand, and at no cost to the BOARD.

**O. Additional Improvements.** In the event the COUNTY wishes to construct any other recreational or educational improvements on the Site during the term of this Interlocal Agreement subsequent to completion of construction of the Improvements set forth in Exhibit "B", such additional improvements ("**Additional Improvements**"), the COUNTY shall provide the BOARD with a written request, in accordance with Article XVII, detailing

the proposed Additional Improvements to be made, which the BOARD or its designee may approve or disapprove at its sole authority; provided, however, that Additional Improvements shall not include any necessary repairs or replacements of the Improvements. Any such Additional Improvements to be constructed by the COUNTY shall be at the sole cost and expense of the COUNTY, and all terms of this Interlocal Agreement, as it may be amended, relating to the construction and operation of the Improvements, shall govern the construction and operation of said Additional Improvements.

## VII.

### **JOINT USE AGREEMENT**

As a condition of entering into this Interlocal Agreement, the BOARD and COUNTY shall make the Multipurpose Facility, the Playfield Facility, and the School Parking Lot available for the joint use of the COUNTY and BOARD, pursuant to the terms and conditions set forth below. The provisions of this Article VII and any other applicable provisions of this Interlocal Agreement shall constitute a Joint Use Agreement between the Parties.

The Parties acknowledge and agree that the COUNTY's use of the Playfield Facility under this Interlocal Agreement, may, after the first ten (10) years of this Interlocal Agreement, be terminated or cancelled by the BOARD, at will and without penalty, independently from the COUNTY's continued use of the Multipurpose Facility and School Parking Lot, and such termination or cancellation of the Playfield Facility under this Interlocal Agreement shall not impact the COUNTY's continued right of use of the Multipurpose Facility and School Parking Lot.

This Interlocal Agreement, pertaining to the COUNTY's right to use and have access to the Playfield Facility and School Parking Lot, and the BOARD's right to use and have access to the Multipurpose Facility shall include, without limitation, the following terms and conditions:

#### **A. PERIOD AND CONDITIONS OF USE**

The COUNTY shall be permitted to use and have access to the Playfield Facility,

which right shall commence on the date that the BOARD has completed the construction of the Playfield Facility, as evidenced by the BOARD or District securing a Certificate of Occupancy or related (or similar) document indicating that the construction is completed, as set forth in Article IV(A), and a copy of the Certificate of Occupancy for the Playfield Facility shall be attached hereto and become a part hereof as **Exhibit “E”**.

1. **Access to Joint Use Facilities and Improvements.** The Parties agree that in contemplation of this joint use of the Improvements, and in full compliance with all federal, state and local laws, including the Jessica Lunsford Act, and in compliance with District criteria dealing with the safety and well-being of students, staff and visitors, the Parties shall each have their own access controls to the Multipurpose Facility, Playfield Facility and School Parking Lot (hereinafter sometimes referred to collectively as the “**Joint Use Facilities**”), including but not limited to keys, key controls, gate access keys, gate access code, access codes, access cards, or any other means of access that shall be mutually agreed to, from time to time. The COUNTY shall provide to the School Principal, at no cost, all necessary keys, key controls, access codes, as may be required for access to the Multipurpose Facility. The BOARD shall provide to the COUNTY’s designee, at no cost, all necessary keys, key controls, access codes, as may be required for access to the Playfield Facility and School Parking Lot. In the event one Party modifies or alters the means of ingress to the area(s) under its control requiring reissuance of keys, access cards, etc., said keys or access cards shall be provided to the other Party at no cost.

2. **BOARD’s Period of Use.** Subject to any other applicable provisions of this Interlocal Agreement, the BOARD shall have the right to use the School Parking Lot and Playfield Facility, and shall have exclusive possession and control thereof at any and all times without further notice to, consent of or approval by the COUNTY, during the academic school year, as established each year through the BOARD’s approved Elementary and Secondary School Calendar (“**School Calendar**”), or as otherwise established by the School Principal or designee to serve the needs of the School (“**BOARD’s Period of Use**”). Notwithstanding this provision, the COUNTY acknowledges and agrees that the School shall at any and all times have priority use of the Playfield Facility and School Parking Lot to

serve the recreational and educational needs of the School, and may utilize these facilities at any time, as determined solely by the School Principal or designee. In the event the School Principal or designee requires use of the Playfield Facility and/or School Parking Lot during the COUNTY's Period of Use (as hereinafter defined), the School Principal or designee shall notify the COUNTY or designee in writing, with a minimum of twenty-four (24) hours advance notice. The Parties further agree that the COUNTY may request use of the School Parking Lot and/or Playfield Facility for COUNTY events and functions during the BOARD's Period of Use or at any other time after first securing the prior written approval of the School Principal or designee, provided the COUNTY notifies the School Principal or designee in writing a minimum of twenty-four (24) hours prior to such use in accordance with Article VII(B) below.

3. **COUNTY's Period of Use.** Subject to any other applicable provisions of this Interlocal Agreement, including the establishment of the BOARD's Period of Use of the Playfield Facility and School Parking Lot, and the ability for the School to use the Playfield Facility and School Parking Lot as required for the recreational and educational needs of the School during other than the BOARD's Period of Use, as set forth in Article VII(A)2, the COUNTY shall have the right to utilize the Multipurpose Facility, Playfield Facility and the School Parking Lot, at any and all times without further notice to, consent of or approval by the BOARD ("**COUNTY's Period of Use**"). Notwithstanding this provision, the BOARD may request use of the Multipurpose Facility for BOARD events and functions during the COUNTY's Period of Use, after first securing the prior written approval of the Director of Parks ("**Parks Director**") or designee, provided the BOARD notifies the Parks Director or designee in writing a minimum of twenty-four (24) hours prior to such use in accordance with Article VII(B) below.

4. **Right of entry.** Other than in the event of an emergency, and in conformance with Article XXVII of this Interlocal Agreement, either Party, or any of its authorized agents, representatives or employees, shall have the right, following a minimum 24-hour advance notice to the School Principal or Park's Director or their respective designees, to enter the area controlled by the other Party, during the other Party's Period of Use, to examine the

same, provided their actions do not in any way interfere with the other Party's use of the Joint Use Facilities. Subsequent to completion of the Improvements, and in advance of constructing any Additional Improvements (as defined herein), this right of entry includes, but is not limited to, the right of a Party, or any of its authorized agents, representatives, or employees, to enter for the purpose of examination related to the design and/or construction of recreational, educational or parking facilities. It is agreed and understood by the Parties that such examination may include, but is not limited to, test borings and surveys which require entry by personnel on to, or leaving materials and equipment on the Joint Use Facilities for an extended period of time. Any and all environmental testing initiated by the COUNTY on the School Parking Lot, Multipurpose Facility and/or Playfield Facility in this regard shall be coordinated in advance through the District's Regulatory Compliance Department, and the District shall be provided with split samples of any materials collected thereon, and a copy of the report of any and all findings. The Parties agree to work together to minimize the effect of these examinations on the other Party and agree not to interrupt either Parties respective Period of Use.

5. **General Public use.** During the COUNTY's Period of Use, the COUNTY may allow use of the Site by the general public, including the walking path and other open areas, for passive, recreational use.

6. **Joint Use of Parking Facilities.** The School may request use of the Multipurpose Facility parking lot, after first securing the prior written approval of the Parks Director or designee, provided the BOARD notifies the Parks Director or designee in writing a minimum of twenty-four (24) hours prior to such use in accordance with Article VII(B) below. The Parties acknowledge and agree that the COUNTY's use of the School Parking Lot shall be used primarily by the COUNTY for overflow parking related to COUNTY events held on the Site during the COUNTY's Period of Use, and not as the primary source of parking for the Multipurpose Facility or, unless otherwise set forth in the Site Plan, as the primary means of vehicular ingress/egress to and from the Multipurpose Facility. Similarly, the Parties acknowledge and agree that the BOARD's use of the Multipurpose Facility parking lot shall be used primarily by the BOARD for overflow parking related to School

events held on the Site during the BOARD's Period of Use, and not as the primary source of parking for School events. As a part of the Improvements, the COUNTY shall install a gate between the Multipurpose Facility parking lot and the School Parking Lot, which gate shall be opened when the Multipurpose Facility parking lot and/or the School Parking Lot is to be used by the other Party.

7. **Conflicts.** Any disputed scheduling or approval issue, of any kind, shall be referred to the Joint Use Committee, as described herein in Article XXXII, for review and recommendation.

8. **Cancellation.** Notwithstanding the provisions of Article IV(A) or any other provisions of this Interlocal Agreement, the COUNTY acknowledges and agrees that the BOARD shall have the right to cancel the COUNTY's use of the Playfield Facility, at will and without penalty, at any time after the first ten (10) years of this Interlocal Agreement, by providing the COUNTY with a minimum of one hundred and eighty (180) days advance written notice, which cancellation shall be accomplished through the execution by the Parties of an amendment to this Interlocal Agreement, duly approved by the School Board in compliance with all applicable laws, including, without limitation, Section 1013.15(1), F.S. Then, effective with the cancellation date, the COUNTY will vacate the Playfield Facility in conformance with the provisions of Article XXI of this Interlocal Agreement, and shall cease its use and occupancy of the Playfield Facility under this Interlocal Agreement. Any such termination or cancellation of the COUNTY's use of the Playfield Facility under this Interlocal Agreement shall not impact the COUNTY's continued right of use of the School Parking Lot and/or the Multipurpose Facility.

9. **For Avoidance of Doubt.** For avoidance of doubt: 1) the COUNTY's hours of use of the Joint Use Facilities on any day during the COUNTY's Period of Use shall end at a time as determined by the COUNTY; 2) the COUNTY shall not be permitted to use the School Parking Lot or Playfield Facility, at any time during the BOARD's Period of Use, or at any other time, without first having secured the prior written approval of the School Principal or designee (however, the COUNTY shall, at all times, be permitted to utilize the Multipurpose Facility parking lot); and 3) unless otherwise set forth in the Site Plan, the



COUNTY shall not use the School Parking Lot as its primary parking facility or as the primary means of vehicular ingress/egress to the Multipurpose Facility parking lot.

**B. USE OF THE JOINT USE FACILITIES AND IMPROVEMENTS DURING OTHER PARTY'S PERIOD OF USE.**

1. **Scheduling; Based on School Calendar.** The Parties agree that the School Principal, or the Principal's designee, on behalf of the BOARD and the Parks Director or the Director's designee, on behalf of the COUNTY, shall meet prior to the start of each regular school year, as established through the School Calendar, or as soon thereafter as possible, to review and schedule each Parties' respective use of the Joint Use Facilities for the upcoming school year during the other Party's Period of Use. Such schedule of use may be modified from time to time throughout the school year by mutual written agreement of the Parties, or their authorized designees, or as otherwise set forth in this Interlocal Agreement. The School Principal, or the Principal's designee, for the BOARD, and the Parks Director or the Director's designee for the COUNTY, shall additionally meet twice annually or at the request of either Party, provided at said time there is business to discuss.

2. **Special Events; Scheduling; Notification and Consents.** Other than as set forth elsewhere in this Interlocal Agreement, in the event the COUNTY (as concerns the Playfield Facility and/or School Parking Lot) or the BOARD (as concerns the Multipurpose Facility) requires use of the other Party's facilities, in whole or in part, for any use, special event and/or function at a time and/or day that would otherwise be during the other Party's Period of Use, the Party seeking use of the property shall contact the other Party with a minimum of twenty-four (24) hours advance notice to seek approval for the use of such property, such approval not to be unreasonably withheld, conditioned or delayed. The requesting Party shall inform the other Party in advance of the proposed event or function, indicating the:

- (a) Nature of the use, event, or function;
- (b) Duration of the use, event or function;
- (c) Use of outside vendors, if any;
- (d) Use by not-for-profit or for-profit entities, if any;

- (e) Impact on the Site and Improvement's; and
- (f) Any other relevant information as required by the approving Party.

The impacted Party shall provide its approval or denial of such request in a timely manner. In the event a response is not received in a timely manner, or the Parties are not able to agree on the nature and scheduling of the requested event, the Party seeking approval shall refer the failure to receive a timely response or any disputed scheduling or approval issue to the Joint Use Committee, as described herein in Article XXXII, for recommendation.

**4. Requirements for Vendors.** All vendors, operators and service providers operating on the Site, as the case may be, during a COUNTY or BOARD sponsored event (“Event”) shall be required to maintain a policy of general liability insurance from an insurance company licensed to do business in Florida and with an A.M. Best's rating of "B+" or better, with a single limit of no less than One Million (\$1,000,000) Dollars. A Certificate of Insurance shall be provided to the COUNTY and the BOARD a minimum of two (2) days prior to the Event, and the Certificate of Insurance shall name "Miami--Dade County" and “The School Board of Miami-Dade County, Florida” as additional insureds on all liability coverages except Workers' Compensation Insurance. The Parties shall further ensure that adequate supervision is provided during the Event to address vehicular traffic, parking, security and crowd control issues. As a precondition to use of the Joint Use Facilities and Improvements by such entity, all vendors, operators, and service providers shall provide proof of insurance coverage to the Parties.

**5. Use of Joint Use Facilities; Not-for-Profit entities.** The COUNTY, in addition to its own utilization of the Multipurpose Facility, School Parking Lot and/or Playfield Facility, may contract with not-for-profit entities to use the Multipurpose Facility, School Parking Lot and/or Playfield Facility during the COUNTY’S Period of Use and, where prior approval has been obtained under subsection (3) herein, during the BOARD’S Period of Use for COUNTY-sponsored events, including but not limited to recreational or educational services and programs for the public in accordance with COUNTY and BOARD policies and

applicable law. In addition to the information required by subsection (3) herein, the COUNTY shall provide the BOARD with the name of the not-for-profit entity, the proposed programs to be conducted by the not-for-profit entity and the proposed period and areas of use of the School Parking Lot and/or Playfield Facility. In the event such request is approved by the BOARD or designee in writing, the COUNTY shall be responsible during such use for all maintenance, clean-up, risk management, security and supervision of the School Parking Lot and/or Playfield Facility and other terms and conditions set forth in this Interlocal Agreement, the same as if the COUNTY itself were utilizing the School Parking Lot and/or Playfield Facility. Further, the COUNTY shall require such not-for-profit entity to provide liability insurance and other required insurance coverage as described herein, naming both the COUNTY and the BOARD as additional insureds. As a precondition to use of the Playfield Facility and/or School Parking Lot by such entity, the COUNTY shall obtain a certificate of insurance evidencing same and shall provide a copy thereof to the BOARD.

The BOARD, in addition to its own utilization of the Multipurpose Facility, School Parking Lot and/or Playfield Facility, may contract with not-for-profit entities to use the Multipurpose Facility, School Parking Lot and/or Playfield Facility during the BOARD's Period of Use and, where prior approval has been obtained under subsection (3) herein, during the COUNTY'S Period of Use for BOARD-sponsored events, including but not limited to recreational or educational services and programs in accordance with COUNTY and BOARD policies and applicable law. In addition to the information required by subsection (3) herein, the BOARD shall provide the COUNTY with the name of the not-for-profit entity, the proposed programs to be conducted by the not-for-profit entity, and the proposed period and areas of use of the Multipurpose Facility. In the event such request is approved by the COUNTY or designee in writing, the BOARD shall be responsible during such use for all maintenance, clean-up, risk management, security and supervision of the Multipurpose Facility and other terms and conditions set forth in this Interlocal Agreement, the same as if the BOARD itself were utilizing the Multipurpose Facility. Further, the BOARD shall require such not-for-profit entity to provide liability insurance and other required insurance coverage

as described herein, naming both the COUNTY and the BOARD as additional insureds. As a precondition to use of the Multipurpose Facility by such entity, the BOARD shall obtain a certificate of insurance evidencing same and shall provide a copy thereof to the COUNTY.

6. **Use of Joint Use Facilities; For-Profit entities.** Use of the Multipurpose Facility, Playfield Facility and/or School Parking Lot by for-profit parties or entities shall be prohibited without the express written consent of the BOARD and the COUNTY, which consent may be withheld or conditioned by the Parties, and which will require compliance with all applicable laws, including, without limitation, each Parties internal and respective policies. If approved, insurance will be required naming the COUNTY and the BOARD as additional insured, and, if not otherwise provided for, the COUNTY and BOARD may charge a customary fee for maintenance, clean-up, risk management, security and supervision of the Multipurpose Facility, School Parking Lot, and/or Playfield Facility, and any other fee as deemed necessary, provided such fees are utilized, in whole or in part, to offset costs associated with the COUNTY's or BOARD's operations at the Joint Use Facilities, as set forth below.

7. **Fees and charges.** In addition to the provisions of Article XXVI of this Interlocal Agreement, the Parties may charge and collect customary fees for use of the Multipurpose Facility, School Parking Lot, and/or Playfield Facility by approved not-for profit and for-profit entities, provided such fees are in compliance with the COUNTY's or BOARD's fee schedules for comparable COUNTY or BOARD facilities and are utilized, in whole or in part, to offset costs associated with the COUNTY's or BOARD's operations at the Site. In that regard, the Parties further acknowledge and agree that, given each Party's responsibility to provide certain services under this Interlocal Agreement at its sole cost and expense (i.e. maintenance, turf replacement, hardcourt resurfacing, utilities, etc.), portions of any fees collected may be provided to the other Party to offset such costs, as mutually agreed to by the BOARD and the COUNTY (which agreement by the COUNTY shall be through its Board of County Commissioners). The Parties hereby acknowledge and agree that the applicable fees that the BOARD and/or the COUNTY may charge are found in, and limited to, the fee schedule, which shall be subject to the approval of the Joint Use Committee and, once

approved, shall be attached hereto and made a part hereof and marked as **Exhibit "F"**. The Parties, through their designees, may modify the fee schedule from time to time to reflect current costs and expenses, subject to review and concurrence by the Joint Use Committee, at which time Exhibit "F" shall be replaced with an amended Exhibit "F".

**C. ADDITIONAL RULES AND REGULATIONS FOR USE OF JOINT USE FACILITIES**

1. **Secure and locking the Joint Use Facilities.** The Parties agree to secure and lock all building and perimeter and parking lot gates at the completion of each Parties Period of Use or other use of the Multipurpose Facility, the School Parking Lot and/or the Playfield Facility, and shall ensure the removal of all unauthorized vehicles from the parking lot(s) using all lawful means, and the COUNTY may post signs within the Site to facilitate same, subject to review and approval of same by the BOARD or designee.

2. **Field closure.** The Parties agree that the fields at the Site shall be closed from time to time to reduce the impact on the turf. In addition, play equipment, the parking lot(s) and buildings may be unavailable during such time to provide for the completion of maintenance activities. The Parties agree that the method, scope and scheduling of any such closure shall be coordinated in a timely manner between the Parties, and the Parties shall work collaboratively in this regard.

3. **Additional rules promulgated by the Parties.** BOARD and COUNTY each may promulgate and enforce reasonable rules and regulations governing their use of the School Parking Lot, Playfield Facility and the Multipurpose Facility during their respective Periods of Use, and shall be responsible to provide adequate security and supervision of the Multipurpose Facility, School Parking Lot and Playfield Facility at all times that they conduct or sanction activities thereon. Any such additional rules and regulations will be in compliance with COUNTY and BOARD Policies, and will be reviewed by the Joint Use Committee (as hereinafter described) for comment or recommendation.

4. **Safety policies and procedures; promulgated by the BOARD; requirements**

**of Notice to each Party, when applicable.** As set forth herein and elsewhere in this Interlocal Agreement, the COUNTY acknowledges and agrees that the School Principal or the Principal's designee shall have overall responsibility, in matters of life and public safety, for School operations, including without limitation, security and safety policies and procedures impacting the School, the Playfield Facility, the School Parking Lot and the Multipurpose Facility, as promulgated by the BOARD or designee, and the COUNTY shall comply with all such security and life and public safety requirements to maintain the safety and well-being of students, staff, invitees and the public at the School, the Playfield Facility, the School Parking Lot and Multipurpose Facility, and will coordinate on an ongoing basis with the School Principal or designee in this regard. The Parties shall promptly notify each other or their respective designees of any and all notices or communications received from any jurisdictional entity, as well as provide notice to each other of any incidents that occurred, in relation to any safety issues or law enforcement incidents on the Multipurpose Facility, the Playfield Facility, and/or the School Parking Lot or elsewhere on the School campus related to activities or operations of the Multipurpose Facility, the Playfield Facility, and/or the School Parking Lot. Thereafter, the Parties shall provide each other with all information reasonably requested by the other Party, and shall cooperate with each other in implementing any policies or procedures required to mitigate any further incidents in this regard.

5. **Sale and consumption of alcohol.** Other than as set forth below, the sale or consumption of alcohol on the Multipurpose Facility, School Parking Lot and Playfield Facility is strictly prohibited at all times. During Limited Events (as such term is defined below), and in full conformance with the provisions set forth below, the consumption of alcoholic beverages, but not the sale, may be allowed. As set forth in this paragraph, "alcoholic beverages" are strictly and specifically defined and limited to beer and wine. "Limited Events" shall be strictly defined as only those events: (1) sponsored by the COUNTY, through County Commissioners, County Mayor or COUNTY-sponsored entities, or sponsored by the BOARD through the Superintendent, School Board Members or BOARD-sponsored entities; (2) held and hosted wholly within the Site (as such term is

hereinabove defined); and (3) taking place during non-school hours. For avoidance of doubt, the BOARD hereby acknowledges and agrees that, for purposes of this Interlocal Agreement only, the BOARD formally waives the BOARD Policy related to the sale and consumption of alcohol on BOARD-owned land, including allowing the consumption of alcoholic beverages, but not the sale, as such term is defined above, and the COUNTY hereby acknowledges and agrees that, other than as set forth in this paragraph, the sale or consumption of alcohol on the Site is strictly prohibited. Violation of this provision shall be deemed a material breach of the Interlocal Agreement. The Parties agree and acknowledge that the sale of tickets or admission charges to attend a Limited Event where alcoholic beverages are served shall not be deemed to be a sale of alcoholic beverages.

6. **Content and material broadcast.** The COUNTY acknowledges and agrees that all content and materials broadcast, transmitted or distributed at the Site shall comply with all applicable laws, rules and regulations, including, without limitation, BOARD policies.

D. **MAINTENANCE**

1. **Responsibility of Refuse; repair and damage.** The Parties shall immediately remove all refuse or debris generated by any event held at the Multipurpose Facility, the Playfield Facility, and the School Parking Lot during their respective Period of Use and shall be responsible to repair any and all damage to said Joint Use Facilities; provided, however, that if the BOARD or the COUNTY is using said Joint Use Facilities during the other Party's Period of Use, then the Party using the Joint Use Facilities during the time that the refuse or debris was generated shall be responsible for the removal thereof, and, as set forth in Article VII(D)5, shall be responsible to repair any and all damage to the said Joint Use Facilities, which occurred during such event. The Parties agree that the Multipurpose Facility, the Playfield Facility, and the School Parking Lot shall be made safe and usable for the BOARD or the COUNTY prior to either Parties next Period of Use or other permitted use thereof. When using the Multipurpose Facility, the Playfield Facility, and/or the School Parking Lot for an event, the COUNTY and BOARD, as applicable, shall ensure that any and all vendors, operators or providers of services operating thereon, shall do so

only with the BOARD's or COUNTY's approval and under the BOARD's or the COUNTY's supervision or control.

**2. Responsibility of Maintenance at Joint Use Facilities; cost and expense.**

The BOARD shall be responsible, at the BOARD's sole cost and expense, for all maintenance, upkeep and repair of the Playfield Facility and School Parking Lot, including, but not limited to, access controls, landscaping, walking surfaces, and turf, as is necessary to keep the same in good, safe and code-compliant condition at all times. The COUNTY shall be responsible, at the COUNTY's sole cost and expense, for all maintenance, upkeep and repair of the Multipurpose Facility, including, but not limited to all buildings and structure, perimeter fencing, parking lot, access controls, landscaping, walking surfaces, and turf, as is necessary to keep the same in good, safe and code-compliant condition at all times. The COUNTY may make any necessary repairs or replacements to the Improvements, provided any replacements generally comport with the Improvements originally set forth in the Site Plan. Other than those maintenance functions necessary to maintain security of the School, which the COUNTY or BOARD will expedite, the Parties acknowledge that: (a) the COUNTY shall provide routine maintenance to the Multipurpose Facility, in compliance with the COUNTY's standards, operating procedures and frequency of service; and (b) the BOARD shall provide routine maintenance to the Playfield Facility and School Parking Lot in compliance with the BOARD's standards, operating procedures and frequency of service. Any such maintenance activities to the Multipurpose Facility, School Parking Lot or Playfield Facility shall be provided by the COUNTY or BOARD during a time that neither Party is expected to utilize same. Additionally, the COUNTY agrees to use reasonable, good faith efforts to schedule all maintenance functions on the Multipurpose facility so as to limit any unreasonable, adverse impact on School operations.

**3. Herbicide and Pesticide maintenance.** The COUNTY may apply certain herbicides and pesticides to the Site during a time that is mutually agreeable to both Parties, using a certified technician, after submitting specifications and environmental information to the BOARD's Division of Safety & Emergency Management, and securing written approval from same to utilize the product. The COUNTY must coordinate and schedule use of the



herbicide or pesticide with the School Principal, or designee prior to its application. Any actions the COUNTY takes related to the application of herbicides and pesticides on the Multipurpose Facility, shall in no way create an environmental hazard to the balance of the Site, the School Parking Lot, the Playfield Facility or School campus or impact the safety, health and well-being of students, staff, visitors and invitees of the BOARD at the Site or at the School.

4. **Custodial and Janitorial responsibilities.** The COUNTY shall be responsible, at its sole costs and expense, for providing all custodial and janitorial services for the Multipurpose Facility, including, without limitation, servicing the restrooms. Notwithstanding anything mentioned above, any and all trash or garbage containers located on the Multipurpose Facility are to be emptied on a frequent basis, including after any use by the COUNTY or the BOARD, and the Parties are to ensure that garbage and/or trash is not allowed to remain on the Multipurpose Facility to create odors or to attract animals. In the event use of the School Parking Lot and/or Playfield Facility by the COUNTY creates a cost to the BOARD beyond that which would normally be borne by the BOARD as a part of its routine operations and maintenance (e.g. trash collection, removal of debris), or use of the bathroom or other facilities within the Multipurpose Facility by the BOARD creates a cost to the COUNTY beyond that which would normally be borne by the COUNTY as a part of its routine operations and maintenance (e.g. bathroom paper goods, janitorial services, staff overtime, field lighting, etc.), the Parties agree to reimburse the other for same, as mutually agreed upon by the Parties, at a rate of compensation customarily charged for such item or service, to be mutually determined by the Parties, or if required, this issue shall be referred to the Joint Use Committee for comment and recommendation.

5. **Damage to Joint Use Facilities; Parties respective Use.** The Parties agree that each Party shall be responsible for repairing any damage to the Multipurpose Facility, the Playfield Facility, and/or the School Parking Lot occurring during each Parties respective use of the aforementioned Joint Use Facilities and where the other Party can clearly identify or otherwise substantiate that same was damaged as a result of the action of the Party in question. In such event a claim shall be immediately submitted to the other

Party to repair or pay for such damage. In the event it is determined that the BOARD is responsible to repair any damage to the Multipurpose Facility, occurring during and/or attributable to the BOARD's use thereof, the COUNTY shall issue a claim to the BOARD requiring that the BOARD repair the damage within sixty (60) days. In the event that the BOARD is unable to complete the repair work within said sixty (60) day period, the BOARD shall provide the COUNTY with written notification stating the reasons, together with a mutually agreed to schedule for the completion of the repairs. If the BOARD fails to complete the repair work within the prescribed time frame, absent a notice claim to the COUNTY by the BOARD for Force Majeure or Unavoidable Delay, as defined later below, or because the repair work reasonably requires additional time to complete, then the COUNTY, at its sole option, shall have the right, but not the obligation, to make the necessary repairs, at the BOARD'S sole cost and expense.

In the event it is determined that the COUNTY is responsible to repair any damage to the Playfield Facility or School Parking Lot occurring during and/or attributable to the COUNTY's use thereof, the BOARD shall issue a claim to the COUNTY requiring that the COUNTY repair the damage within sixty (60) days. In the event that the COUNTY is unable to complete the repair work within said sixty (60) day period, the COUNTY shall provide the BOARD with written notification stating the reasons, together with a mutually agreed to schedule for the completion of the repairs. If the COUNTY fails to complete the repair work within the prescribed time frame, absent a notice claim to the BOARD by the COUNTY for Force Majeure or Unavoidable Delay, as defined later below, or because the repair work reasonably requires additional time to complete, then the BOARD, at its sole option, shall have the right, but not the obligation, to make the necessary repairs, at the COUNTY'S sole cost and expense.

6. **Damage/Destruction.** As set forth in Article XXIII of this Interlocal Agreement, other than damage or destruction caused by the BOARD, in the event the Multipurpose Facility, in whole or in part, should be destroyed or so damaged by fire, windstorm or other casualty to the extent the Multipurpose Facility is rendered

untenantable or unfit for the purposes intended, the COUNTY may, at the COUNTY's sole option, either cancel this Interlocal Agreement by giving written notice to the BOARD, or repair or replace the damaged/destroyed facilities, at the COUNTY's expense. If the COUNTY elects to repair or replace the damaged/destroyed facilities, then the COUNTY shall cause the damaged/destroyed facilities to be repaired or replaced, and placed in a safe, secure and useable condition within two hundred and seventy (270) days from the date of said damage or destruction, or other reasonable period of time as mutually agreed to by the Parties, which shall be determined based upon the scope and nature of the damages, costs of the necessary repairs, available funding for such repairs and necessary coordination with FEMA or other jurisdictional entity. Should the damaged/destroyed facilities not be repaired and rendered tenantable within the aforementioned time period, then the BOARD may, at its sole option, place the COUNTY in default.

The Parties agree that in the event of cancellation of this Interlocal Agreement due to damage or destruction, the COUNTY shall surrender the Site to the BOARD in compliance with Article XXI of this Interlocal Agreement.

Any damage or destruction sustained to the Multipurpose Facility, that can be substantiated as having been caused as a result of the BOARD's actions, shall be repaired by the BOARD at the BOARD's sole cost and expense.

#### **E. UTILITIES**

1. **Responsibility.** Unless or otherwise agreed to in writing by the Parties, the COUNTY shall establish utility accounts in its name, and pay for the electricity, water and sewer, garbage, trash, and any other utilities consumed on the Multipurpose Facility. The BOARD shall establish utility accounts in its name, and pay for the electricity, water and sewer, garbage, trash and any other utilities consumed on the School Parking Lot and Playfield Facility.

2. **Utility lines.** The COUNTY agrees to be responsible for the cost and expense to repair, replace, and relocate as necessary, any existing utility lines currently located within the Site required for the build-out of the Multipurpose Facility and

Improvements, or for the operation of the Multipurpose Facility, and for all existing and Additional Improvements. The COUNTY shall be responsible for the installation of any and all utilities serving the Multipurpose Facility, including, but not necessarily limited to electricity, field lighting, parking lot lighting, potable and irrigation water, sewer, storm water, trash and garbage. The COUNTY shall install separate services and/or meters in its name and shall pay for such services at its sole cost and expense thereafter. The BOARD shall be responsible for the cost and expense to repair, replace, and relocate as necessary, any existing utility lines required for the School Parking Lot and/or Playfield Facility, and shall pay for such services for all such utilities at its sole cost and expense.

3. **Utility lines; Maintenance and Repair.** The COUNTY shall secure all necessary jurisdictional approvals, and assume any and all liability related to the maintenance, repair and replacement of water/sewer and electrical facilities serving the Multipurpose Facility, and the BOARD shall have no liability during any interruption of said use. The COUNTY shall be responsible, at the COUNTY's sole cost and expense, for repair or replacement of any Improvements in full compliance with rules, regulations, terms and conditions which may be imposed by the applicable jurisdictional entity, including without limitation, enhancement of capacity. Subject to review and approval by the School Board Attorney's Office, the BOARD shall join as property owner on any agreement which may be required by the applicable jurisdictional entity, provided that there is no fiscal impact or liability whatsoever to the BOARD.

4. **Utility Agreements.** The COUNTY shall notify the BOARD in a timely manner of any utility agreements requiring the approval and/or joinder of the BOARD as property owner. The BOARD will cooperate as necessary, subject to review and approval of any such agreements or documents by the School Board Attorney's Office. It is understood and agreed that the BOARD shall not execute any agreements, other than joinders which shall be deemed strictly as evidence of consent of property owner and without any responsibility or liability whatsoever thereunder, and there shall be no fiscal impact whatsoever to the BOARD. The foregoing includes, but it is not limited to Water and Sewer Agreements and any off-site improvements which may be required by any jurisdictional agency.

## VIII.

### **INDEMNIFICATION AND HOLD HARMLESS**

1. **County Indemnification.** The COUNTY does hereby agree to indemnify and hold harmless the BOARD, to the extent of the monetary limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act 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 Two Hundred Thousand (\$200,000) Dollars, 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, exceeds the sum of Three Hundred Thousand (\$300,000) Dollars from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise as a result of the negligence of the COUNTY. However, nothing herein shall be deemed to indemnify the BOARD from any liability or claim arising out of the negligent performance or failure of performance of the BOARD or as a result of the negligence of any unrelated third party.

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

The provisions of this Article shall survive the expiration or early termination or

cancellation of this Interlocal Agreement. Nothing in this Interlocal Agreement is intended to operate as a waiver of either Party's sovereign immunity.

## IX.

### **EARLY CANCELLATION OF ILA AND REMEDY FOR DEFAULTS**

1. **COUNTY EARLY CANCELLATION.** In addition to the provisions of Articles VI(M), X and XXIII, along with any other provision found in this Interlocal Agreement relating to early termination or cancellation, the COUNTY shall have the right to terminate or otherwise cancel this Interlocal Agreement, at any time, without reason or explanation, and without penalty, by giving the BOARD written notice at least one hundred eighty (180) days prior to the effective date of said early termination or cancellation. In no event shall the COUNTY have the right to a partial termination of any provisions of this Interlocal Agreement.

2. **BOARD EARLY CANCELLATION; applicable limitation.** Subject to the provisions of Articles VI(M), X, XXII, and XXXIV(I), along with any other provision found in this Interlocal Agreement relating to early termination or cancellation, the BOARD may not cancel this Interlocal Agreement during the twenty-five (25) year term, for any cause except for a material default by the COUNTY that is not cured within the applicable period following written notice thereof. Except for the BOARD's right to terminate the COUNTY's use of the Playfield Facility as provided in Article VII herein, in no event shall the BOARD have the right to a partial termination of any provisions of this Interlocal Agreement.

3. **CANCELLATION FOR CAUSE.** Either Party shall have the right to cancel this Interlocal Agreement, for cause, in the event there is a material breach by the other Party, and the other Party has failed to timely cure the material breach after being notified, in writing, by the Party who is not in default, subject to the provisions herein governing breach. Should either Party commence to cure the material breach within the time frame allotted to do so, that Party shall be afforded a reasonable time period, possibly longer than the agreed upon time period found in this Interlocal Agreement, to properly cure the default. Should the material breach continue for a period of time beyond what is reasonable, then the non-breaching party can terminate this Interlocal Agreement without penalty. The

Parties remedy to terminate this Interlocal Agreement shall be deemed and utilized as a last resort of remedy, and only to be invoked when no other remedy will adequately or sufficiently address a Party's issue or concern.

In the event of cancellation by either Party, the COUNTY shall surrender and vacate the Multipurpose Facility in compliance with Article XXI of this Interlocal Agreement.

**X.**

**DEFAULT**

Should either Party fail to abide by any of the terms and condition of this Interlocal Agreement, which failure is not timely addressed, as required under this Interlocal Agreement, then the Party failing to timely and/or properly abide by the terms and conditions of this Interlocal Agreement shall be in default, which default after a sixty (60) day cure period, may result in this Interlocal Agreement being terminated for cause, but only if the default represents a material breach of this Interlocal Agreement and only if such default is capable of being cured within such sixty (60) day period. If the default cannot reasonably be cured within the sixty (60) day period, then the defaulting Party shall commence such cure within such sixty (60) day period and shall thereafter diligently pursue same until completion. Further, the Parties hereby acknowledge and agree that a material breach of this Interlocal Agreement would be a substantial failure that is at the core of this Interlocal Agreement, and as a result of such failure the Parties will not get the benefit of the bargained for exchange. Conversely, a non-material breach is a failure of a Party to perform something akin to a small or minor detail or obligation. The Parties shall notify each other in writing regarding a Party's failure to perform or to comply with the terms and conditions of this Interlocal Agreement ("**Default**"). If any Party fails to cure the Default within sixty (60) days after receiving written notice, so long as such event of default can be cured in sixty (60) days, or if the defaulting Party does not provide the non-defaulting Party with a written response indicating the status of the defaulting Party's efforts to cure the event of Default, along with providing a mutually agreeable schedule to cure all defaults, the non-defaulting Party shall have the right in the case of a non-material default to cure or

perform such work or obligation and charge the defaulting Party for the costs associated with the cure or performing such work or obligation. For a material breach, the non-defaulting Party shall send a second notice to the defaulting Party notifying the defaulting Party that there is a material breach by the defaulting Party, which could result in termination of the Interlocal Agreement, and provide the defaulting Party with an additional sixty (60) day period thereafter to cure the material breach. If the defaulting Party fails to cure the material breach, then the non-defaulting Party shall have the right, but not the obligation to immediately terminate this Interlocal Agreement, without penalty, upon expiration of the additional (60) day period, so long as the defaulting Party has failed to cure the material breach. Noticeably, the non-defaulting Party has the right and obligation to utilize any and all other remedies available to it as a result of the defaulting Parties failure to perform in some manner, resulting in a material breach of this Interlocal Agreement.

**XI.**  
**INSURANCE**

The COUNTY shall, on or before the Effective Date of this Interlocal Agreement, provide the BOARD with confirmation of the COUNTY's self-insurance program, covering the COUNTY, its officers and employees for any activities related to this Interlocal Agreement.

The BOARD shall, on or before the Effective Date of this Interlocal Agreement, provide the COUNTY with confirmation of the BOARD's self-insurance program, covering the BOARD, its officers and employees for any activities related to this Interlocal Agreement.

**XII.**  
**AMENDMENTS**

In addition to the requirements set forth elsewhere in this Interlocal Agreement, the BOARD and COUNTY, by mutual agreement, shall have the right, but not the obligation, to amend this Interlocal Agreement, which shall be accomplished through the execution by the Parties of an amendment to this Interlocal Agreement duly approved by the School Board



in compliance with all applicable laws, including, without limitation, Section 1013.15(1), F.S. Such amendments shall be effective only when signed by the BOARD and COUNTY and shall be incorporated as part of this Interlocal Agreement. For avoidance of doubt, it is understood and agreed that Amendments to this Interlocal Agreement, require School Board and Board of County Commissioner's approval.

**XIII.**

**LEGAL FEES AND COURT COSTS**

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

**XIV.**

**CONSTRUCTION OF AGREEMENT**

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

**XV.**

**SEVERABILITY**

In the event any paragraph, clause or sentence of this Interlocal Agreement or any future amendment thereto is declared invalid by a court of competent jurisdiction, such paragraph, clause or sentence shall be stricken from the subject Interlocal Agreement and the balance of the Interlocal Agreement shall not be affected by any deletion, provided to do so would not render interpretation of the Interlocal Agreement provisions ambiguous or a nullity.

**XVI.**

**WAIVER**

No waiver of any provision of this Interlocal Agreement shall be deemed to have been made unless such waiver is in writing and signed by the BOARD or COUNTY. The failure of any Party to insist upon strict performance of any of the covenants, provisions or

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

## XVII.

### **NOTICE AND GENERAL CONDITIONS**

A. All notices or communications under this Interlocal Agreement by either Party to the other (“**Notice**”) shall be sufficiently given or delivered if dispatched by (1) certified U.S. mail, postage pre-paid, return receipt requested, (2) hand delivery, (3) Federal Express or other comparable overnight mail service, or (4) electronic mail, with an original thereof to be transmitted to the intended recipient by one of the other means described herein within five (5) business days thereafter and the recipient having acknowledge receipt of such electronic mail, to the following addresses, or as the same may be changed in writing from time to time:

In the case of notice or communication to BOARD:

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

With a copy to:

Miami-Dade County Public Schools  
Office of School Facilities  
Attention: Chief Facilities Design & Construction Officer  
1450 N.E. Second Avenue, Room 923  
Miami, Florida 33132  
E-mail: [RPerez6@dadeschools.net](mailto:RPerez6@dadeschools.net)

With a copy to:

The School Board of Miami-Dade County, Florida  
School Board Attorney’s Office  
1450 NE 2<sup>nd</sup> Avenue, #400  
Miami, Florida 33132

Attn: School Board Attorney

E-mail: [Walter.Harvey@dadeschools.net](mailto:Walter.Harvey@dadeschools.net) and [ACraft@dadeschools.net](mailto:ACraft@dadeschools.net)

In the case of notice or communication to the COUNTY:

Internal Services Department  
Real Estate Development Division  
111 N.W. First Street, Suite 2460  
Miami, Florida 33128  
Attention: Veronica Brown  
Email: [Veronica.brown@miamidade.gov](mailto:Veronica.brown@miamidade.gov)

With a copy to:

Miami-Dade County Attorney's Office  
111 N.W. First Street, 28<sup>th</sup> Floor  
Miami, Florida 33128

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

C. For purposes of this Interlocal Agreement, the Superintendent of Schools or his/her designee shall be the party designated by the BOARD to grant or deny any and all approvals required relating to construction of any Improvements by the COUNTY on the Multipurpose Facility or elsewhere on the Site, establishing use schedules for the Joint Use Facilities, modifying the areas or periods of use or any other operational issues.

D. In addition to the above, for purposes of this Interlocal Agreement, the Superintendent of Schools shall also be the party designated by the BOARD to negotiate and execute any other appropriate documents or agreements between the BOARD and COUNTY necessary to effectuate the implementation of this Interlocal Agreement, as mutually agreed to by the Parties, to execute amendments to the Interlocal Agreement within the authority granted to the Superintendent by the School Board, and to grant or deny any approvals required by this Interlocal Agreement, including without limitation, amending any of its exhibits, placing the COUNTY in default, and canceling or terminating this Interlocal Agreement.

E. For purposes of this Interlocal Agreement, the COUNTY Mayor or his/her

designee, or authorized Miami-Dade County employees shall be the party designated by the COUNTY to grant or deny any and all approvals required under this Interlocal Agreement relating to construction of any Improvements by the COUNTY on the Multipurpose Facility or elsewhere on the Site, establishing use schedules, modifying the areas or periods of use or any other operational issues.

F. In addition to the above, the COUNTY Mayor or the COUNTY Mayor's designee, or authorized Miami-Dade County employees shall also be the party designated by the COUNTY to negotiate and execute any other appropriate documents or agreements between the COUNTY and the BOARD necessary to effectuate the implementation of this Interlocal Agreement as mutually agreed to by the Parties, to execute amendments to this Interlocal Agreement within the authority granted to the Mayor by the COUNTY and to grant or deny any approvals required by this Interlocal Agreement, including without limitation, amending any of its exhibits, placing the BOARD in default, and canceling or terminating this Interlocal Agreement.

G. Except as otherwise provided in this Interlocal 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 Interlocal 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 Interlocal Agreement shall be defined as calendar day, unless otherwise provided. 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.

#### **XVIII.**

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

The Parties shall comply with all applicable laws, rules, regulations, ordinances and codes of all governmental authorities, including, without limitation, the Florida Building Code,

the Americans with Disabilities Act and the Jessica Lunsford Act, as all may be further amended from time to time and to the extent required by applicable law. In addition, the Parties shall ensure compliance with all applicable federal, state, and local orders, rules, policies, guidelines and restrictions which may be in effect relating to pandemics, including without limitation, any social distancing requirements, closure of facilities or restrictions on maximum capacity, as set forth in Article IV of this Interlocal Agreement.

**XIX.**

**SUBORDINATION**

This Interlocal Agreement is and shall be subject and subordinate to any conveyance and ground or underlying leases and the rights of the BOARD under those leases and to all financing that may now or hereafter affect the leases or the Site, and to all renewals, modifications, consolidations, replacements and extensions thereof. This provision shall be self-operative and no further instrument of subordination shall be necessary. However, in confirmation of this subordination, the COUNTY shall execute promptly any certificate that the BOARD may request.

**XX.**

**TAXES AND REGULATORY COMPLIANCE**

The COUNTY shall be responsible for collection and payment of any taxes, fees, operating permits, licenses, or other assessments, including but not limited to sales tax and ad valorem tax, all licenses, permits or other taxes, which may be imposed on the Multipurpose Facility or elsewhere on the Site due as a result of the leasing, use and occupancy of the Multipurpose Facility by the COUNTY ("**Imposition**"), with said payment to be made within thirty (30) days of being so notified. Subject first to securing approval by the BOARD, the COUNTY shall have the right to contest the amount or validity, in whole or in part, of any Imposition for which the COUNTY is or is claimed to be liable, by appropriate proceedings diligently conducted in good faith but only after payment of such Imposition (provided such payment is required by applicable law), unless such payment or payment thereof under protest would operate as a bar to such contest. If such payment were to operate as a bar to such contest, then the COUNTY shall deposit in escrow

("Escrow") with the BOARD twice the face amount of payment due, which sums shall be held in Escrow for up to one year ("Escrow Period"). Upon conclusion of the Escrow Period, the BOARD shall be authorized to pay all sums due to the applicable taxing authority and refund any overage in Escrow to the COUNTY. Should additional funds be due, the COUNTY shall remit additional sums due to the BOARD within ten (10) days of demand.

If at any time during the term of this Interlocal Agreement, there is a requirement by any jurisdictional entity for infrastructure improvements or other regulatory compliance due to the COUNTY's lease, use or occupancy of the Multipurpose Facility, the COUNTY acknowledges and agrees that it shall be responsible for compliance with all applicable requirements, at the COUNTY's sole cost and expense.

Non-compliance with the provisions of this Article XX shall be deemed a material breach of this Interlocal Agreement.

## XXI.

### SURRENDER OF PREMISES

Except as otherwise provided in this Interlocal Agreement, the COUNTY agrees, at the expiration, termination or cancellation of this Interlocal Agreement, to promptly and peacefully surrender and deliver possession of the Site to the BOARD in a good, clean and functional condition, and in as good or better condition as existed on the Effective Date of this Interlocal Agreement, ordinary wear and tear, or damage by fire, windstorm or other acts of God, excepted. The COUNTY shall be required to promptly remove all of the COUNTY's personal property and other items belonging to the COUNTY from the Multipurpose Facility, including any signage installed by the COUNTY. The COUNTY further agrees that, except as otherwise described in this Interlocal Agreement, upon termination, expiration or cancellation of this Interlocal Agreement, ownership of the Improvements, including the fence to be installed by the COUNTY within the Site (as well as any Additional Improvements which may be constructed by the COUNTY at the Site, in conformance with the requirements of this Interlocal Agreement) shall vest with the

BOARD, by operation of law, without any remuneration to the COUNTY or any other parties, unless such Improvements can be removed from the Site without injuring or damaging the Site. The COUNTY shall promptly return all keys and other items belonging to the BOARD and shall coordinate with the BOARD to ensure a proper and timely surrender of the Site. Any of the COUNTY's personal property not removed within ninety (90) days after expiration, termination or cancellation of this Interlocal Agreement shall be considered abandoned.

**XXII.**

**ASSIGNMENT AND SUBLETTING**

The County may only assign its interests in this Interlocal Agreement to a newly incorporated municipality in the event of future incorporation of the area wherein the Site is located. In all other instances, the COUNTY shall not, at any time during the term of this Interlocal Agreement, sublet in part or whole the Site, or assign, transfer, mortgage, pledge, hypothecate or otherwise dispose of its interest in this Interlocal Agreement or any portion or part thereof or allow any other individual or entity to operate or manage the Multipurpose Facility, or, subject to the provisions of this Interlocal Agreement, permit the Site to be occupied by other persons, firms, or corporations, without the BOARD's prior written consent, which may be withheld at the BOARD's sole discretion. Any unauthorized assignment, sublet or otherwise, shall constitute a material breach under this Interlocal Agreement, and may result, at the BOARD's sole option, in the automatic termination of this Interlocal Agreement for cause, irrespective of Article X of this Interlocal Agreement.

**XXIII.**

**DAMAGE AND DESTRUCTION**

Other than damage or destruction caused by the BOARD, in the event the Multipurpose Facility, in whole or in part, should be destroyed or so damaged by fire, windstorm or other casualty to the extent the Multipurpose Facility is rendered untenable or unfit for the purposes intended, the COUNTY may, at the COUNTY's sole

option, either cancel this Interlocal Agreement by giving written notice to the BOARD, or repair or replace the damaged/destroyed facilities, at the COUNTY's expense. If the COUNTY elects to repair or replace the damaged/destroyed facilities, then the COUNTY shall cause the damaged/destroyed facilities to be repaired or replaced, and placed in a safe, secure and useable condition within two hundred and seventy (270) days from the date of said damage or destruction, or other reasonable period of time as mutually agreed to by the Parties, which shall be determined based upon the scope and nature of the damages, costs of the necessary repairs, available funding for such repairs and necessary coordination with FEMA or other jurisdictional entity. Should the damaged/destroyed facilities not be repaired and rendered tenantable within the aforementioned time period, then the BOARD may, at its sole option, place the COUNTY in default.

The Parties agree that in the event of cancellation of this Interlocal Agreement due to damage or destruction, the COUNTY shall surrender the Multipurpose Facility to the BOARD in compliance with Article XXI of this Interlocal Agreement.

Any damage or destruction sustained to the Multipurpose Facility that can be substantiated as having been caused as a result of the BOARD's actions, shall be repaired by the BOARD at the BOARD's sole cost and expense.

#### XXIV.

#### **HAZARDOUS MATERIALS**

For purposes of this Interlocal Agreement, the term "**Hazardous Substances**" shall include, but not be limited to, flammable substances, explosives, radioactive materials, asbestos, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic by Environmental Law. The term "**Environmental Law**" shall mean any law, ordinance, rule, order, decree, judgment, regulation and guideline (present and future), of any governmental, quasi-public authority and applicable board of insurance underwriters related to environmental conditions on, under, or about the Site,



or arising from the COUNTY's use or occupancy of the Site, including, but not limited to, soil, air and ground water conditions, or governing the use, generation, storage, transportation, or disposal of Hazardous Substances in, on, at, to or from the Site. The term "**Hazardous Substances Discharge**" shall mean any deposit, spill, discharge, or other release of Hazardous Substance that occurs during the term, at or from the Site (unless caused solely by the BOARD), or that arises at any time from the COUNTY's use or occupancy of the Site.

The COUNTY shall not cause or permit to occur: (a) any violation of any Environmental Law on the Site or elsewhere on the School campus or (b) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances on, under, or about the Site, or the transportation to or from the Site of any Hazardous Substance.

The COUNTY shall, at the COUNTY's expense, comply with all applicable Environmental Laws with respect to the Site. The COUNTY shall, at the COUNTY'S own expense, make all submissions to, provide all information required by and otherwise fully comply with all requirements of any governmental authority arising under Environmental Laws with respect to the Site during the term of this Interlocal Agreement. If any governmental authority requires any clean-up or clean-up measures because of any Hazardous Substances Discharge demonstrated to have been caused by the COUNTY with respect to the Site or elsewhere on the School campus, then the COUNTY, subject to the terms and conditions and mutually agreed upon obligations as set forth in Article VI and described herein shall, at the COUNTY'S own expense, if applicable, and unless stated otherwise herein prepare and submit the required plans and all related bonds and other financial assurances and shall carry out all such clean-up plans. The COUNTY shall promptly notify the BOARD of any notices or communications received from any jurisdictional entity in relation to any environmental issues on the Site, and shall promptly provide the BOARD with all information reasonably requested by the BOARD regarding the COUNTY's use, generation, storage, transportation or disposal of Hazardous Substances in or at the Site.

Violation of any of the provisions of this Article XXIV shall be deemed a material breach of this Interlocal Agreement, subject to Article X. The COUNTY shall indemnify the BOARD against any Hazardous Substances Discharge demonstrated to have been caused by the COUNTY. The obligations and liability of the COUNTY under this paragraph shall survive the expiration, cancellation or termination of this Interlocal Agreement.

**XXV.**

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

This Interlocal Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. The Parties understands the broad nature of these laws and agree to comply with Florida's Public Records Laws and laws relating to records retention. The COUNTY shall keep and maintain public records required by the BOARD to perform the service. The Parties shall keep records to show its compliance with this Interlocal Agreement. The Parties' contractors and subcontractors must make available, upon request of either Party, a federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the Parties or its assigns, contractors or subcontractors which are directly pertinent to this specific Interlocal Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from either Party's custodian of public records, a Party shall provide the requesting Party with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. The Parties shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Interlocal Agreement and following the expiration or early termination or cancellation of this Interlocal Agreement if either Party does not transfer the records to the other. The Parties, its assigns, contractors and sub-contractors shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). The Parties, upon completion of this Interlocal Agreement,

shall transfer, at no cost to the other Party, all public records in possession of the Parties or keep and maintain public records required by the Parties to perform the service. If the Parties transfer all public records to the other Party upon completion of the Interlocal Agreement, the Parties shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Parties keeps and maintains public records upon completion of the Interlocal Agreement, the Parties shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Parties upon request from the other Party's custodian of public records, in a format that is compatible with the information technology systems of the requesting Party

The Parties shall incorporate this provision into every contract that it enters into relating to the Site.

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

**IF THE BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS INTERLOCAL AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT [salomee.peters@miamidade.gov](mailto:salomee.peters@miamidade.gov).**

## **XXVI.**

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

Other than as set forth elsewhere in this Interlocal Agreement and, in particular, other than the COUNTY's rights to generate revenue, pursuant to Article VII of this Interlocal Agreement, the BOARD shall at all times retain the exclusive right to be the sole authorizer

and recipient of revenue generators, in compliance with BOARD Policies, relating to the Multipurpose Facility, Playfield Facility and/or School Parking Lot and School campus, including without limitation, third party advertising and the installation of wireless telecommunications facilities and/or other similar endeavors, provided such endeavors do not unreasonably interfere with the COUNTY's rights to peaceful enjoyment of the Site.

## XXVII.

### **JESSICA LUNSFORD ACT**

In accordance with the requirements of Sections, 1012.465, 1012.32, and 1012.467, Florida Statutes, BOARD Policies 6320 and 8475, as amended from time to time, the COUNTY agrees that the COUNTY and all of its employees, agents, contractors, and subcontractors who provide or may provide services under this Interlocal Agreement will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced Statutes and BOARD Policies prior to entering or providing services relating to the Site.

Additionally, the COUNTY agrees that each of its employees, representatives, agents, subcontractors or suppliers who are permitted access on the Site or School campus when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in the above-referenced Statutes and BOARD Policies.

Pursuant to the 2007 amendments to the Jessica Lunsford Act enacted by the Florida Legislature, requirements for certain fingerprinting and criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from level 2 screening requirements as provided under § 1012.468, Fla.Stat. (2007). In addition, the provisions of § 1012.467, Fla.Stat. (2007) are incorporated herein by reference, and any provisions of this Interlocal Agreement that may be inconsistent with, contrary to, or determined to be in conflict with § 1012.467, will be superseded by said Statute.

A non-instructional contractor who is exempt from the screening requirements set

forth in § 1012.465, § 1012.468 or § 1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under § 943.043 and the national sex offender public registry maintained by the United States Department of Justice. The COUNTY will not be charged for this search. Further, upon obtaining clearance by the BOARD, if the BOARD deems necessary, the BOARD will issue a photo identification badge which shall be worn by the individual at all times while on the Site or School campus when students are present.

The COUNTY agrees to bear any and all costs associated with acquiring the required background screening - including any costs associated with fingerprinting and obtaining the required photo identification badge. The COUNTY agrees to require all its affected employees to sign a statement, as a condition of employment with the COUNTY in relation to performance under this Interlocal Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the COUNTY/Employer of any arrest(s) or conviction(s) of any offense enumerated in BOARD Policies 6320 and 8475 within 48 hours of its occurrence. The COUNTY agrees to provide the BOARD with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein.

The COUNTY agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. The COUNTY further agrees to notify the BOARD immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by the COUNTY to notify the BOARD of such arrest or conviction within forty-eight (48) hours of being put on notice and within five (5) business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for the BOARD, at its sole option, to place the COUNTY in default.

The Parties further agree that failure by the COUNTY to perform any of the duties

described in this Article XXVII shall constitute a material breach of the Interlocal Agreement.

**XXVIII.**

**THIRD-PARTY BENEFICIARIES**

This Interlocal Agreement is solely for the benefit of the BOARD and the COUNTY, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third-party not a formal party to this Interlocal Agreement. Nothing in this Interlocal Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the BOARD and the COUNTY any right, remedy or claims under or by reason of this Interlocal Agreement or any of the provisions or conditions of this Interlocal Agreement; and all of the provisions, representations, covenants, and conditions contained in this Interlocal Agreement shall inure to the sole benefit of and shall be binding upon the BOARD and the COUNTY, and their respective representatives, successors and assigns.

**XXIX.**

**JOINT DEFENSE**

In the event that the validity of this Interlocal Agreement is challenged by a third-party or parties unrelated to the Parties through legal proceedings or otherwise, the Parties hereto agree to cooperate with each other in defense of this Interlocal Agreement, with each such Party to bear its own attorneys' fees and costs associated with such defense.

**XXX.**

**JOINT PREPARATION**

This Interlocal Agreement has been negotiated fully between the Parties as an arms-length transaction. Both Parties participated fully in the preparation of this Interlocal Agreement and received the advice of independent counsel. In the case of a dispute concerning the interpretation of any provision of this Interlocal Agreement, both Parties shall be deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any Party.

**XXXI.**

## **NON-DISCRIMINATION**

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 Multipurpose Facility, School Parking Lot and/or Playfield Facility. It is expressly understood that upon a determination by a court of competent jurisdiction that discrimination in the use of the Multipurpose Facility, School Parking Lot and/or Playfield Facility by a Party hereto has occurred, such event shall be treated as a default hereunder.

## **XXXII.**

### **JOINT USE COMMITTEE**

A Joint Use Committee co-chaired by the School Principal or his/her designee, and the COUNTY's Director of Parks or his/her designee, shall be established as of the Effective Date of this Interlocal Agreement. Responsibilities of the Joint Use Committee shall include, but are not limited to: 1) reviewing staff recommendations, and providing further recommendations or comment related to use and operation of the Multipurpose Facility, Playfield Facility and/or School Parking Lot impacting the COUNTY and BOARD; 2) recommending modifications to each Party's hours and/or Period of Use; 3) recommending the establishment or modification of rules and regulations at the Multipurpose Facility, Playfield Facility and/or School Parking Lot; and 4) assisting with resolution of disputes under this Interlocal Agreement. The Joint Use Committee shall meet prior to the start of each regular school year, as established through the School Calendar, or as soon thereafter as possible, to review and schedule each Parties' respective use of the Multipurpose Facility, School Parking Lot and/or Playfield Facility during the other Party's Period of Use. The Joint Use Committee shall additionally meet twice annually or at the request of either Party, provided at said time there is business to discuss.

In the event that the Joint Use Committee cannot reach an agreement or consensus on a particular issue, that matter will be brought to the attention of the District's Chief Facilities Officer and the COUNTY's Director of the Internal Services Department ("**ISD Director**"), or their successor entities, for a resolution. The Chief Facilities Officer and the ISD Director shall jointly review the matter and reach a mutually acceptable determination. If the Chief Facilities Officer and the ISD Director cannot reach a mutually agreeable determination, then there shall be a meeting between the Superintendent and the County Mayor, and together they shall arrive at a mutually agreed upon determination. If the Superintendent and the Mayor cannot reach a mutually agreeable determination, then the Parties shall each select a mediator, at their own cost and expense, and those two (2) mediators shall select one (1) mediator, which cost shall be shared by the Parties, and that mediator shall render a final determination, which shall be binding upon both Parties.

The Parties acknowledge and agree that the COUNTY and the BOARD staff have had an excellent and ongoing working relationship for many years, during which a number of agreements were implemented to make COUNTY-owned and BOARD-owned recreational and educational facilities available for the mutual benefit and enjoyment of the BOARD's students and the citizens of Miami-Dade County. A primary role of the Joint Use Committee shall be to maintain this collegial working relationship, and ensure that proper communication is maintained between the Parties, particularly as concerns any prospective operations or activities on the Site that may impact the School or use by the other Party of the Multipurpose Facility, Playfield Facility and/or School Parking Lot, as described under this Interlocal Agreement.

### **XXXIII.**

#### **UNAVOIDABLE DELAY AND FORCE MAJEURE**

**"Force Majeure"** shall mean strikes, lockouts, acts of God, governmental moratoriums, enemy act, civil commotion, unavoidable fire, or other casualty or other causes of a like nature beyond the control of the Party so to cause a delay or hinder the Party from fulfilling any obligation or performing a duty or responsibility.



**“Unavoidable Delay”** shall mean delays beyond the reasonable control that a Party is required to perform, including (but not limited to) delays due to strikes; lockouts; acts of God; floods; fires; named tropical storms or hurricanes; casualty; any act, neglect or failure to perform of or by one Party that caused the other Party to be delayed in the performance of any of its obligations hereunder; war; enemy action; civil disturbance; acts of terrorism; restraint by court or public authority; inability to obtain labor or materials; delays in settling insurance claims; pandemic as and when declared by the World Health Organization, State of Emergency when and as declared by the State of Florida or National Emergency when and as declared by the United States, in each case, only if and to the extent such occurrences affect the South Florida region; and moratoriums or other delays relating to Laws. The obligated Party shall be entitled to an extension of time because of its inability to meet a time frame or deadline specified in this Interlocal Agreement where such inability is caused by an Unavoidable Delay, provided that such Party shall, within ten (10) days after it has become aware of such Unavoidable Delay, give notice to the other Party in writing of the causes thereof and the anticipated time extension necessary to perform. Neither Party shall be liable for loss or damage or deemed to be in default hereof due to any such Unavoidable Delay(s), provided that such Party has notified the other as specified in the preceding sentence and further provided that such Unavoidable Delay did not result from the fault, negligence or failure to act of the Party claiming the delay. Failure to notify a Party of the existence of Unavoidable Delays within the ten (10) days of its discovery by a Party shall not void the Unavoidable Delays, but the time period between the expiration of the ten (10) days period and the date actual notice of the Unavoidable Delays shall not be credited to the obligated Party in determining the anticipated time extension.

#### **XXXIV**

#### **MISCELLANEOUS PROVISIONS**

- A. **EMINENT DOMAIN:** If the Site or any portion thereof is taken in the exercise of the power of eminent domain, this Interlocal Agreement shall terminate 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, unless if the value of the respective interests of the Parties shall be determined in the proceeding pursuant to which the Site and Improvements, or a portion thereof, shall have been taken, the values so determined shall be conclusive upon the Parties. If such values shall not have been separately determined in such proceeding, such values shall be fixed by agreement mutually acceptable to the Parties, or if they are unable to agree, by an apportionment hearing within the condemnation proceeding.

- B. TIME IS OF THE ESSENCE: Time is of the essence in the performance of this Interlocal Agreement.
- C. 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 Interlocal Agreement.
- D. OWNERSHIP OF IMPROVEMENTS UPON EXPIRATION: As set forth in Article XXI, the Parties agree that upon termination, expiration or cancellation of this Interlocal Agreement, ownership of the Improvements, including the fencing or barrier fencing to be installed by the COUNTY within the Site (as well as any Additional Improvements which may be constructed by the COUNTY on or about the Site, in conformance with the requirements of this Interlocal Agreement), exclusive of COUNTY furniture, fixtures, personal property and equipment, shall vest with the BOARD, by operation of law, without any remuneration to the COUNTY or any other parties.
- E. SIGNAGE: As set forth elsewhere in this Interlocal Agreement, the COUNTY shall be permitted to erect identification signage at the Multipurpose Facility, subject to the express written approval of the BOARD, or its designee, which shall not be unreasonable withheld or denied. In addition, such signage, once approved, shall be installed at the COUNTY's sole cost and expense, in conformance with all rules and regulations governing public schools. Upon the termination, expiration or

cancellation of the Interlocal Agreement, the COUNTY shall remove any signage erected by the COUNTY, and restore the area to the same or better condition as existed prior to the COUNTY's installation of the signage, all at the COUNTY's expense.

- F. HEADINGS FOR CONVENIENCE ONLY: The descriptive headings in this Interlocal Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Interlocal Agreement.
- G. COUNTERPARTS: This Interlocal Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgement pages, if any, may be detached from the counterparts and attached to one single copy of this document to physically form one Interlocal Agreement.
- H. RECORDATION: This Interlocal Agreement shall not be recorded by either Party, in any form, among the Public Records of Miami-Dade County, Florida.
- I. TAX-EXEMPT STATUS: In addition to the provisions of Article XX of this Interlocal Agreement, the COUNTY acknowledges and agrees that in the event the tax-exempt status of the Site or School campus is rescinded or is at risk of being rescinded by Miami-Dade County or other appropriate jurisdictional governmental entity as a result of the use, occupancy or lease of same by the COUNTY or other third-party, such rescission or potential rescission (as may be evidenced by a Notice of Proposed Property Taxes or any other official notice of any tax imposed by county, state or any other jurisdictional entity) shall constitute a default under this Interlocal Agreement, and may result, at the BOARD's sole option, in the immediate termination of this Interlocal Agreement for cause, particularly if the COUNTY elects or otherwise refuses to pay such taxes. Payment of any taxes so imposed shall be remitted to the BOARD within ninety (90) days of receipt of notice to the COUNTY, without any further demand.
- J. NAMING RIGHTS: The COUNTY shall have the right and privilege of designating

names by which the Multipurpose Facility or any portion thereof shall be known, so long as such name is not obscene (as defined by Florida Law), and shall in all instances comply with BOARD policies, as of the Effective Date of this Interlocal Agreement. Notwithstanding the foregoing, upon the expiration or early termination of this Interlocal Agreement, the Parties hereby agree that the BOARD is not, and shall not be, bound to any designation or name used in connection with any of the Improvements for the area in question.

**XXXV.**

**ENTIRE AGREEMENT**

This Interlocal Agreement and all exhibits attached hereto, or to be attached, constitute the entire agreement between the Parties and supersedes all previous negotiations, and it may be modified only by an agreement in writing signed by the BOARD and COUNTY.

**[INDIVIDUAL SIGNATURE PAGES FOLLOW]**

**DRAFT #9**

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

**WITNESSES AS TO THE BOARD:**

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

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

**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  
FINANCIAL SUFFICIENCY:**  
Office of Treasury Management

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

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

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

**RECOMMENDED:**

\_\_\_\_\_  
Jaime G. Torrens  
Deputy Superintendent  
Date: \_\_\_\_\_

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

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

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by means of [ ] physical presence or [ ] online notarization, by \_\_\_\_\_, as Superintendent of Schools, acting on behalf of The School Board of Miami-Dade County, Florida, a body corporate and politic existing under the laws of the State of Florida, who personally appeared before me, and is [ ] personally known to me or [ ] produced \_\_\_\_\_ as identification, and who further acknowledged that he signed the above instrument with full authority, as set forth therein, on behalf of The School Board of Miami-Dade County, Florida.

\_\_\_\_\_  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[Notarial Seal]

DRAFT #9

**WITNESSES AS TO THE COUNTY:**

**COUNTY:**  
MIAMI-DADE COUNTY

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

**ATTEST:**

\_\_\_\_\_  
County Clerk \*  
Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
County Attorney  
Date: \_\_\_\_\_

**DRAFT #9**

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by means of [ ] physical presence or [ ] online notarization, by \_\_\_\_\_, as \_\_\_\_\_ of Miami-Dade County, on behalf of Miami-Dade County, who personally appeared before me, and is [ ] personally known to me or [ ] produced \_\_\_\_\_ as identification, and who further acknowledged that he signed the above instrument with full authority, as set forth therein, on behalf of Miami-Dade County.

\_\_\_\_\_  
Notary Public, State of Florida  
Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

[Notarial Seal]

DRAFT #9



**EXHIBIT "A"**  
**TO**  
**INTERLOCAL AGREEMENT**

---

**BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND PROGRAM  
INTERLOCAL AGREEMENT**

[consisting of \_\_\_\_ pages, including this title page]

DRAFT #9

DRAFT #1

**BUILDING BETTER COMMUNITIES  
INTERLOCAL AGREEMENT  
BETWEEN  
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA  
AND  
MIAMI-DADE COUNTY**

Zelda Glazer Soundscape Playfield Development  
Project Number 241 - #####

THIS INTERLOCAL AGREEMENT (the “**Agreement**”) by and between Miami-Dade County, a political subdivision of the State of Florida (the “**County**”), through its governing body, the Board of County Commissioners of Miami-Dade County, Florida (the “**Board**”), and The School Board of Miami-Dade County, Florida, a body corporate and politic existing under the laws of the State of Florida (the “**School Board**”), is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_. The Board and School Board are referred to herein individually as a “**Party**”, and collectively as the “**Parties**”.

WITNESSETH:

WHEREAS, on July 20, 2004, the Board enacted Resolution Nos. R-912-04, R-913-04, R-914-04, R-915-04, R-916-04, R-917-04, R-918-04 and R-919-04 authorizing the issuance of \$2.926 billion in general obligation bonds for capital projects and on November 2, 2004, a majority of those voting approved the bond program (the “**BBC GOB Program**”); and

WHEREAS, the aforementioned Resolutions include specific Countywide projects, neighborhood projects for the Unincorporated Municipal Service Area and municipalities and associated allocations for activities such as but not limited to development, improvement, rehabilitation, restoration or acquisition of real property; and

WHEREAS, the Zelda Glazer Multi-Purpose Project / Project Number 241 will include a multi-purpose facility with associated restrooms, audio and visual equipment, and an outdoor, ancillary open green space with landscaping, so as to allow the multi-purpose facility to host a variety of public services and events to the community, including as a venue for movie nights for the community, activities hosted by Miami-Dade Public Library Department and the Animal Services Department relating to literacy and animal adoption/ownership, respectively, live projections of concerts occurring inside the Miami Arts Studio 6-12 at Zelda Glazer (“**MAS**”) performing arts theater to allow the community to view and listen from the outside, fitness classes for the community such as yoga and Pilates, organized activities for senior citizens, town hall events, and public hearings (the “**Multi-Purpose Project**”) which was specifically approved as part of the BBC GOB Program and has been approved for funding in Fiscal Year 2021 - 2022, provided funds are available, and is described more specifically in **Exhibit 1** to this Interlocal Agreement; and

WHEREAS, the Multi-Purpose Project as a whole is estimated to cost an amount not to exceed Ten Million Dollars (\$10,000,000); and

WHEREAS, as a part of the Multi-Purpose Project, the School Board is undertaking the associated Zelda Glazer Soundscape Playfield Development / Project Number ### (the “**Playfield Project**”) that is eligible for funding from the BBC GOB Program in a total amount of Eight Hundred Fifty Thousand Dollars (\$850,000) (the “**Funding Allocation**”); and WHEREAS, the Playfield Project as a whole is estimated to cost \$850,000 (the “**Total Project Cost**”) and will be funded from the sources listed in Exhibit 1; provided, however, the County’s obligation to fund the Project is fully subject to and contingent upon the availability of BBC GOB Program proceeds; and

WHEREAS, pursuant to the terms of this Agreement, the County has agreed to fund \$850,000 in Fiscal Year 2021 - 2022 from the BBC GOB Program funds for the Playfield Project (the “**Funding Cycle Allocation**”), fully subject to and contingent upon the conditions set forth in this Agreement, and in particular, the County’s approval and issuance of BBC GOB Program bonds or the draw-down bonds (“**Funds**”), the approval by the Board of County Commissioners to fund the Playfield Project from the Funds, and the availability of the Funds; and

WHEREAS, the County Commissioners and the School Board have authorized, by resolution, their respective representatives to enter into this Agreement for the Funding Cycle Allocation describing their respective roles in the funding for the Playfield Project costs with respect to such Funding Cycle Allocation.

NOW THEREFORE, pursuant to Resolution No. R-[ ]-21, which specifically authorized the County Mayor to execute this Agreement, and other required contracts and documents, to expend BBC GOB Program bond funds received for the purpose described in the funding request, and in consideration of the mutual promises and covenants contained herein and the mutual benefits to be derived from this Agreement, the Parties hereto agree as follows:

**Section 1. Incorporation of Recitals and Purpose:** The above recitals are true and correct and are incorporated herein by reference. The purpose of this Agreement is to clarify the Parties’ roles and obligations regarding the BBC GOB Program funding being provided with respect to the Playfield Project.

**Section 2. Funding Responsibilities:**

- a. **Project Funding Plan:** A Playfield Project funding plan identifying the Funding Allocation to be funded by the County solely from BBC GOB Program proceeds and the costs to be funded by the School Board is attached as Exhibit 1. Included shall be a projected timetable for each Funding Cycle Allocation and the amount funded to date, if any.
- b. **Representations of the School Board:** The School Board covenants and warrants that it has, in combination with the Funding Allocation, the amount of funding necessary for the completion of the

Playfield Project. The additional sources of funding are listed in Exhibit 1.

- c. **Responsibilities of the County:** The County agrees to provide solely from the Funds for the Fiscal Year 2021 - 2022 Funding Cycle Allocation the amount of \$850,000, fully subject to and contingent upon the County's approval and issuance of the Funds, the approval by the Board of County Commissioners to fund this Project from the Funds, and the availability of the Funds ("**Conditions Precedent to Funding Responsibility**"). This amount represents a portion of the amount necessary to complete the Playfield Project. Subject to the satisfaction of the Conditions Precedent to Funding Responsibility and subject to annual appropriation by the Board, the County also agrees to make disbursements from available Funds for the balance of the Funding Allocation in the years and the amounts set forth in the Multi-Year Capital Plan. The School Board understands and agrees that, from time to time, the Board may, in its sole discretion, approve revisions to the Multi-Year Capital Plan thereby amending the amounts and timing of Funding Allocation disbursements to the School Board. The Funds, if and when available, shall be provided in accordance with the reimbursement procedures contained in the County's GOB Administrative Rules attached as **Attachment 1**. School Board understands and agrees that reimbursements to the School Board will be made in accordance with federal laws. Subject to certain exceptions the applicability of which is to be reviewed on a case-by-case basis, the reimbursement allocation will be made no later than eighteen (18) months after the later of (a) the date the original expenditure is paid, or (b) the date the project is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid by the School Board. Notwithstanding the foregoing, the County shall have no obligation whatsoever to make any reimbursements to the School Board prior to the satisfaction of all of the Conditions Precedent to Funding Responsibility. Any and all reimbursement obligations of the County pursuant to this Agreement are limited to and contingent upon, the availability of Funds allocated to the Playfield Project in accordance with the Funding Plan. The School Board accepts and agrees that all expenditures made by the School Board prior to the satisfaction of all of the Conditions Precedent to Funding Responsibility are made at the School Board's sole risk and may not be eligible for reimbursement. The School Board may not require the County to use any other source of legally available revenues other than from the Funds to fund the Funding Plan. This Agreement does not in any manner create a lien in favor of the School Board on any revenues of the County including the Funds. In the event that the Project Milestones, as defined and set forth in Exhibit 1 of this Agreement are not within 10% of completion, the dollars to be funded for subsequent Milestones may be delayed for one (1) calendar year in

accordance with the Administrative Rules, see Section 18 of this Agreement.

**Section 3. Parties, Effective Date and Term:** This Agreement shall take effect upon execution and shall terminate upon the completion of the Playfield Project, including the completion of all final closeout documentation. The County has delegated the responsibility of administrating this Interlocal Agreement to the County Mayor or designee.

**Section 4. Compliance with Laws:** Each Party agrees to abide by and be governed by all Applicable Laws necessary for the development and completion of the Playfield Project. “**Applicable Law**” means any applicable law (including, without limitation, any environmental law), enactment, statute, code, ordinance, administrative order, charter, tariff, resolution, order, rule, regulation, guideline, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any governmental authority, political subdivision, or any division or department thereof, now existing or hereinafter enacted, adopted, promulgated, entered, or issued. Notwithstanding the foregoing, “Applicable Laws” and “applicable laws” shall expressly include, without limitation, all applicable zoning and/or land use, DRI and Florida Building Code requirements and regulations, all applicable impact fee requirements, all requirements of Florida Statutes, specifically including, but not limited to, Section 255.05 related to payment and performance bonds, Section 255.20 related to contractor selection and Section 287.055 related to competitive selection of architects and engineers, all requirements of Chapters 119 and 286 of the Florida Statutes, Section 2-11.15 of the Code (Art in Public Places), and all other applicable requirements contained in this Agreement and Exhibit 1, which is hereby incorporated in this Agreement by this reference. Notwithstanding the foregoing, the Parties acknowledge and agree, that construction by the School Board of the Playfield Project shall only conform to the School District’s design criteria and standards, specifications and safety codes, the State Requirements for Educational Facilities, and the Florida Building Code.

**Section 5. Contractual obligation to comply with certain County requirements:**

All records of the School Board and its contractors pertaining to the Playfield Project shall be maintained in Miami-Dade County and, upon reasonable notice shall be made available to representatives of the County. In addition, the Office of Inspector General of Miami-Dade County shall have access thereto for any of the purposes provided in Section 2-1076 of the Code of Miami-Dade County.

The School Board shall cause each contract to include a provision that contractor shall comply with all requirements of Section 2-1076, and that contractor will maintain all files, records, accounts of expenditures for contractor’s portion of the work and that such records shall be maintained within Miami-Dade County’s geographical area and the County shall have access thereto as provided in this Agreement.

The School Board shall comply with the requirements of Florida Statutes related to retainage of funds due a contractor and shall include appropriate language in its construction contracts and shall require the contractor to include such language in its subcontracts.

**All applicable County Rules, Regulations, Ordinances, Resolutions, Administrative Orders, and the County Charter referenced in this Agreement are posted on the County’s website: “miamidade.gov”.**

**Section 6. Accounting, Financial Review, Access to Records and Audits:** The School Board shall maintain adequate records to justify all charges, expenses, and costs incurred which represent the funded portion of the Playfield Project for at least three (3) years after completion of the Playfield Project. The County shall have access to all books, records, and documents as required in this section for the purpose of inspection or auditing during normal business hours.

Pursuant to Section 2-1076 of the Miami-Dade County Code, the County shall have the right to engage the services of an Independent Private-Sector Inspector General ("IPSIG") to monitor and investigate compliance with the terms of this Agreement. THE MIAMI-DADE COUNTY OFFICE OF THE INSPECTOR GENERAL (“**OIG**”) shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions, and contracts such as this Agreement for improvements some cost of which is funded with County funds.

As such, the OIG may, on a random basis, perform audits on this Agreement throughout the duration of said Agreement (hereinafter "**random audits**"). This random audit is separate and distinct from any other audit by the County.

The OIG shall have the power to retain and coordinate the services of an IPSIG who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the School Board and contractor and their respective officers, agents and employees, lobbyists, subcontractors, materialmen, staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud. The OIG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the School Board (and any affected contractor and materialman) from OIG, the School Board (and any affected contractor and materialman) shall make all requested records and documents available to the OIG for inspection and copying.

The OIG shall have the power to report and/or recommend to the Board whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an

existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The OIG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The OIG is authorized to investigate any alleged violation by a contractor of its Code of Business Ethics, pursuant Miami-Dade County Code Section 2-8.1.

The provisions in this Section shall apply to the School Board, its contractors and their respective officers, agents and employees. The School Board shall incorporate the provisions in this Section in all contracts and all other agreements executed by its contractors in connection with the performance of this Agreement. Any rights that the County has under this Section shall not be the basis for any liability to accrue to the County from the School Board, its contractors or third parties for such monitoring or investigation or for the failure to have conducted such monitoring or investigation and the County shall have no obligation to exercise any of its rights for the benefit of the School Board. This provision shall survive the early termination and/or the expiration of this Agreement.

**Section 7. Relationship of the Parties:** The Parties agree that the School Board is an independent entity responsible solely for the Playfield Project and not an agent or servant of the County. No party or its officers, elected or appointed officials, employees, agents, independent contractors or consultants shall be considered employees or agents of any other party, nor to have been authorized to incur any expense on behalf of any other party, nor to act for or to bind any other party, nor shall an employee claim any right in or entitlement to any pension, workers' compensation benefit, unemployment compensation, civil service or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom they are employed.

**Section 8. Liability:** The Parties to this Agreement shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other Party. Nothing contained herein shall be construed as a waiver, by either Party, of the liability limits established in Section 768.28 of the Florida Statutes. The School Board acknowledges that the County, its employees, Commissioners and agents are solely providing funding assistance for the Playfield Project and are not involved in the design, construction, operation or maintenance of the Project.

**Section 9. Breach, Opportunity to Cure and Termination:**

- (a) Each of the following shall constitute a default by the School Board:
  - (1) If the School Board uses all or any portion of the Funding Allocation for costs not associated with the Playfield Project (i.e., ineligible costs), and the School Board fails to cure its default within thirty (30) days after written notice of the default is given to the School Board by the County; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred

- eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the School Board commences diligently and thereafter continues to cure.
- (2) If the School Board shall breach any of the other covenants or provisions in this Agreement other than as referred to in Section 9(a)(1) and the School Board fails to cure its default within thirty (30) days after written notice of the default is given to the School Board by the County; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the School Board commences diligently and thereafter continues to cure.
  - (3) If the School Board fails to complete the Playfield Project within one (1) year of the effective date of this Agreement, unless extended by mutual agreement of the Parties.
- (b) Each of the following shall constitute a default by the County:
- (1) If the County shall breach any of the covenants or provisions in this Agreement and the County fails to cure its default within thirty (30) days after written notice of the default is given to the County by the School Board; provided, however, that if not reasonably possible to cure such default within the thirty (30) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice if within thirty (30) days after such written notice the County commences diligently and thereafter continues to cure.
- (c) Remedies:
- (1) Upon the occurrence of a default as provided in Section 9(a)(1) and such default is not cured within the applicable grace period, in addition to all other remedies conferred by this Agreement, the School Board shall reimburse the County, in whole or in part as the County shall determine, all funds provided by the County hereunder.
  - (2) Either Party may institute litigation to recover damages for any default or to obtain any other remedy at law or in equity (including specific performance, permanent, preliminary or temporary injunctive relief, and any other kind of equitable remedy).
  - (3) Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default.
  - (4) Any failure of a Party to exercise any right or remedy as provided in this Agreement shall not be deemed a waiver by that Party of any claim for damages it may have by reason of the default.



- (d) Termination:
- (1) Notwithstanding anything herein to the contrary, either Party shall have the right to terminate this Agreement, by giving written notice of termination to the other Party, in the event that the other Party is in material breach of this Agreement.
  - (2) Termination of this Agreement by any Party is not effective until five (5) business days following receipt of the written notice of termination.
  - (3) Upon termination of this Agreement pursuant to Section 9(d)(1) above, no Party shall have any further liability or obligation to the other Party except as expressly set forth in this Agreement; provided that no Party shall be relieved of any liability for breach of this Agreement for events or obligations arising prior to such termination.

**Section 10. Litigation Costs/Venue:** In the event that the School Board or the County institutes any action or suit to enforce the provisions of this Agreement, each Party shall be responsible for its own attorneys' fees and court costs through trial, appellate and post-judgment levels. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The County and the School Board agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the Parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

**Section 11. Naming Rights and Advertisements:** It is understood and agreed between the Parties hereto that the Playfield Project is funded by Miami-Dade County. Further, by acceptance of these funds, the School Board agrees that Project(s) funded by this Agreement shall recognize and adequately reference the County as a funding source. In the event that any naming rights or advertisement space is offered on a facility constructed or improved with BBC GOB Program funds, then Miami-Dade County's name, logo, and slogan shall appear on the facility not less than once and equal to half the number of times the most frequent sponsor or advertiser is named, whichever is greater. Lettering used for Miami-Dade County will be no less than 75% of the size of the largest lettering used for any sponsor or advertiser unless waived by the Board. The School Board shall ensure that all publicity, public relations, advertisements and signs recognize and reference the County for the support of the Playfield Project. This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions and stationery. In particular, the School Board must include the following credit line in all promotional marketing materials related to this funding including web sites, news and press releases, public service announcements, broadcast media, programs, and publications: "THIS PROJECT IS SUPPORTED

BY THE BUILDING BETTER COMMUNITIES BOND PROGRAM AND THE MAYOR AND BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY.” The use of the official County logo is permissible for the publicity purposes stated herein. The School Board shall submit sample of mock up of such publicity or materials to the County for review and approval. The School Board shall ensure that all media representatives, when inquiring about the Playfield Project funded by the Agreement, are informed that the County is its funding source.

Section 12. **Notice:** Any notice, consent or other communication required to be given under this Agreement shall be in writing, and shall be considered given when delivered in person or sent by facsimile or electronic mail (provided that any notice sent by facsimile or electronic mail shall simultaneously be sent personal delivery, overnight courier or certified mail as provided herein), one (1) business day after being sent by reputable overnight carrier or three (3) business days after being mailed by certified mail, return receipt requested, to the Parties at the addresses set forth below (or at such other address as a Party may specify by notice given pursuant to this Section to the other Party):

The County:

County Mayor  
Miami-Dade County, Stephen P. Clark Center  
111 NW 1 Street, Suite 2910  
Miami, Florida 33128

With a copy to:  
Director, Office of Management and Budget  
111 NW 1 Street, Suite 2210  
Miami, Florida 33128

The School 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

With a copy to:  
Miami-Dade County Public Schools  
Office of School Facilities  
Attention: Chief Facilities Design & Construction Officer  
1450 N.E. Second Avenue, Room 923  
Miami, Florida 33132  
E-mail: [RPerez6@dadeschools.net](mailto:RPerez6@dadeschools.net)

With a copy to:

The School Board of Miami-Dade County, Florida

School Board Attorney's Office

1450 NE 2<sup>nd</sup> Avenue, #400

Miami, Florida 33132

Attn: School Board Attorney

E-mail: [Walter.Harvey@dadeschools.net](mailto:Walter.Harvey@dadeschools.net) and [ACraft@dadeschools.net](mailto:ACraft@dadeschools.net)

**Section 13. Modification and Amendment:** Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.

**Section 14. Joint Preparation:** The preparation of this Agreement has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

**Section 15. Headings:** Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

**Section 16. Waiver:** There shall be no waiver of any right related to this Agreement unless in writing and signed by the Party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement. Waiver by any Party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

**Section 17. Representation of the School Board:** The School Board represents that this Agreement has been duly authorized, executed and delivered on behalf of The School Board of Miami-Dade County, Florida, and it has granted the Superintendent of Schools, or designee, the required power and authority to execute this Agreement. The School Board agrees to: a) maintain the Playfield Project for a minimum of 10 years; b) keep the Playfield Project open safely and properly maintained for all Miami-Dade County residents; and, c) allow all Miami-Dade County residents equal access and use of the Playfield Project and not discriminate when charging facility admission fees based on where a resident resides in the County. The School Board also agrees to accept and comply with the Administrative Rules as stated in Attachment 1 and as may hereafter be amended.

**Section 18. Representation of the County:** The County represents that this Agreement has been duly approved, executed and delivered by the Board, as the

governing body of the County, and it has granted the Miami-Dade County Mayor or Mayor's designee the required power and authority to execute this Agreement. Subject to the conditions set forth in this Agreement, the County agrees to provide the Funding Allocation to the School Board for the purpose of developing and improving the Playfield Project in accordance with each of the attached Exhibit Forms, incorporated herein as **Exhibits A-J** of Attachment 1 (Administrative Rules). In addition to the other conditions set forth in this Agreement, Miami-Dade County shall only be obligated to reimburse the School Board provided the School Board is not in breach of this Agreement and the School Board has demonstrated that it has adequate funds to complete the Playfield Project. The County shall administer, in accordance with the appropriate regulations, the funds available from the BBC GOB Program as authorized by Board Resolutions. Any and all reimbursement obligations of the County shall be fully subject to and contingent upon the availability of funding from the County for the specific purpose contained herein. The School Board shall be solely responsible for submitting all documentation, as required by the specific Administrative Rules incorporated herein as Attachment 1, to the County Mayor or his designee for this purpose.

**Section 19. Invalidity of Provisions, Severability:** Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

**Section 20. Indemnity:** The School Board does hereby agree to indemnify and hold harmless the County to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that Statute, whereby the School Board shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgments or portions thereof, which when totaled with all other occurrences, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the School Board. However, nothing herein shall be deemed to indemnify the County from any liability or claim arising out of the negligent performance or failure of performance of the County or any unrelated third party.

The County does hereby agree to indemnify and hold harmless the School Board to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that 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 \$200,000, or any claim or judgments or portions thereof, which when totaled with all other occurrences, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the County. However, nothing herein shall be deemed to indemnify the School Board from any liability or

claim arising out of the negligent performance or failure of performance of the School Board or any unrelated third party.

Section 21. **Assignment:** The School Board may not assign all or any portion of this Agreement without the prior written consent of the County.

Section 22. **Entirety of Agreement:** This Agreement, and the attachments thereto, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both Parties hereto or their authorized representatives.

Section 23. **Special Provisions.** Notwithstanding any provision of this Agreement or any exhibits or attachments thereto to the contrary, the Parties acknowledge and agree that the advance funding of Ninety Percent (90%) of the Funding Cycle Allocation for the Playfield Project is a material inducement to the School Board to enter into this Agreement. In confirmation of same, and for avoidance of doubt, the Parties agree to the following:

- a. This Agreement shall not be Effective until official approval from the County Mayor or designee for advance payment to the School Board of Ninety Percent (90%) of the Funding Allocation for the Playfield Project has been received by the School Board;
- b. Funds in the amount of Seven Hundred Sixty Five Thousand Dollars (\$765,000), representing 90% of the Funding Allocation, shall be delivered to the School Board no later than thirty (30) days after the Effective Date of this Agreement;
- c. The balance of the Funding Allocation (\$85,000) shall be governed by the provisions of this Agreement, as set forth herein; and
- d. In the event of a conflict between the provisions of this paragraph and any other terms, conditions, exhibits, attachments or processes set forth in this Agreement, the provisions of this paragraph shall govern.

IN WITNESS THEREOF, the Parties through their duly authorized representatives hereby execute this AGREEMENT with an effective date of \_\_\_\_\_, 2021.

MIAMI-DADE COUNTY, FLORIDA

By: \_\_\_\_\_  
County Mayor

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

Stephen P. Clark Center  
111 NW 1 Street  
Miami, Florida 33128

HARVEY RUVIN, CLERK  
Attest:

By: \_\_\_\_\_      \_\_\_\_\_  
Deputy Clerk      Date

Approved by County Attorney as  
to form and legal sufficiency. \_\_\_\_\_

**WITNESSES AS TO THE BOARD:**

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

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

**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  
FINANCIAL SUFFICIENCY:**  
Office of Treasury Management

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

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

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

**RECOMMENDED:**

\_\_\_\_\_  
Jaime G. Torrens  
Deputy Superintendent  
Date: \_\_\_\_\_

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

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

**Miami-Dade County  
Building Better Communities General Obligation Bond Program (GOB)**

<b>Entity: M-DCPS</b>				<b>Project Name: <u>Zelda Glazer Soundscape</u></b>			
				<b>Project Number: <u>200000378</u></b>			
<b>REVENUES</b>				<b>Milestones</b>	<b>EXPENSES</b>		
<b>FY 2011 GOB Allocation</b>	<b>Future GOB Allocations</b>	<b>Other Funding Allocations</b>	<b>Total Estimated Revenues</b>		<b>Projected Schedule Start Date</b>	<b>End Date</b>	<b>Total Estimated Expenses</b>
			0	Project Administration			0
			0	Project Administration (Non-GOB)			0
			0	Land Acquisition			0
			0	Land Acquisition (Non-GOB)			0
			0	Pre-design, Planning, including preliminary engineering			0
			0	Pre-design, Planning, including preliminary (Non-GOB)			0
			0	A&E Selection			0
			0	A&E Selection (Non-GOB)			0
			0	Design			0
			0	Design (Non-GOB)			0
			0	Dry run/permit			0
			0	Dry run/permit (Non-GOB)			0
			0	Contractor Selection			0
			0	Contractor Selection (Non-GOB)			0
			850,000	Construction On Going	10/1/2021	12/31/2021	850,000
			0	Construction On Going (Non-GOB)			0
			0	Construction Substantially Complete			0
			0	Construction Substantially Complete (Non-GOB)			0
			0	Other			0
			0	Other (Non-GOB)			0
<b>0</b>	<b>0</b>	<b>0</b>	<b>850,000</b>	<b>TOTALS</b>			<b>850,000</b>

**\* Other Funding (List sources and amounts)**

<b>Funding Source</b>	<b>Amount</b>
<b>Total</b>	
	<b>0</b>

**Project Narrative/Description**

Develop in collaboration with the Miami Dade Public Schools a multi-purpose facility at Miami Arts Studio 6-12 at Zelda Glazer school to host a variety of public services and events for the community.

**GOB Total Funding Allocation Narrative/Description**

Future BBC GOB allocations are fully subject to and contingent upon the availability of BBC GOB Program proceeds and the execution of subsequent agreement(s) between the County and Miami-Dade County Public Schools.

**GOB 2011 Funding Allocation Narrative/Description**

\*\*For municipalities and public agencies, this exhibit, along with the entity's resolution, conforms with Article III, Section 1, A2e of the Building Better Communities Bond Program (GOB) Administrative Rules.



**EXHIBIT "B"**  
**TO**  
**INTERLOCAL AGREEMENT**

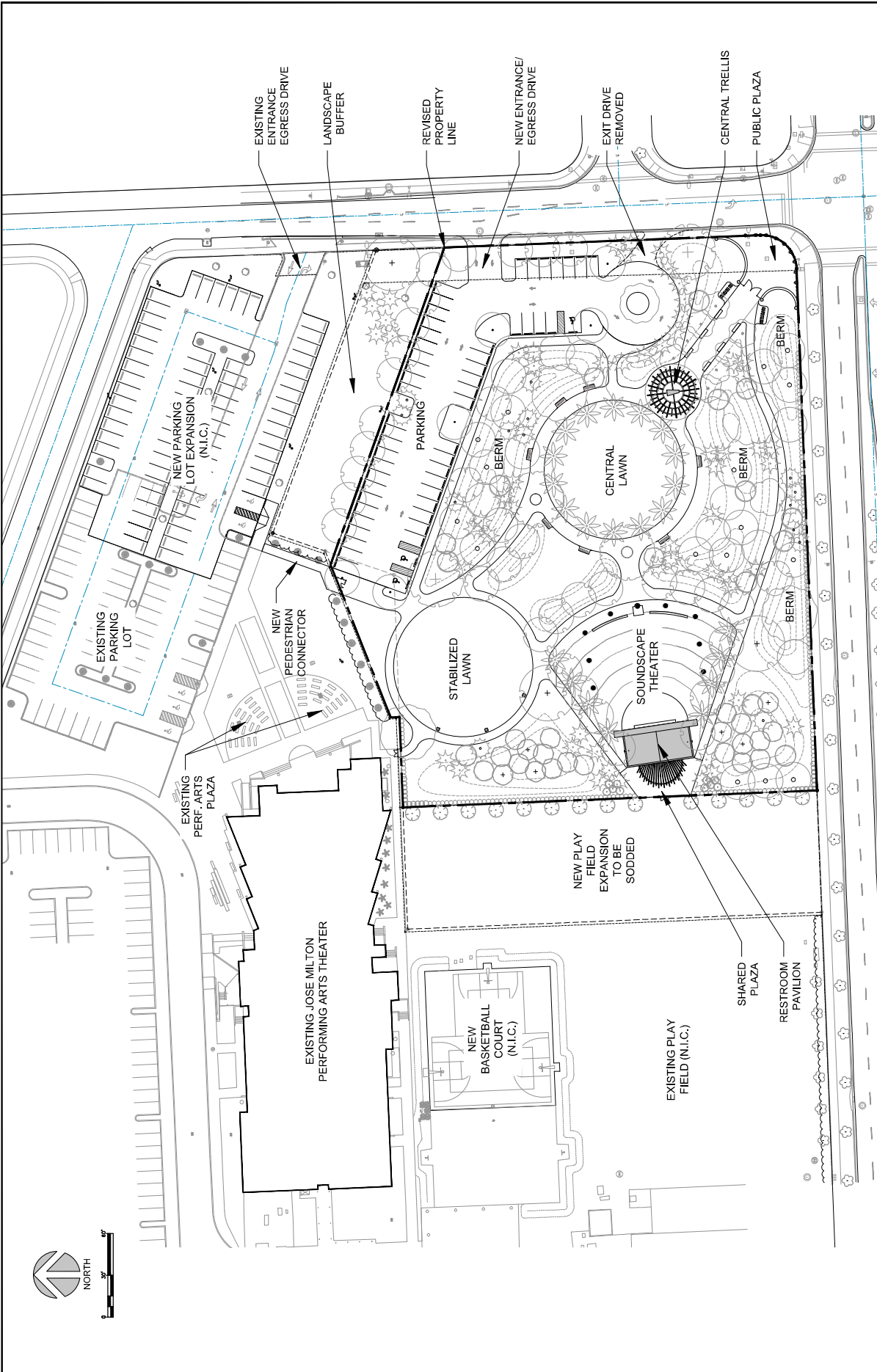
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**SITE PLAN**

[consisting of \_\_\_\_ pages, including this title page]

**DRAFT #9**

**07.27.21**



DRAWING TITLE <b>SITE PLAN</b>		SHEET NO. <b>A-1.a</b>	
SEAL		PAGE NO.	
<b>ALTERNATE CONCEPT LAYOUT</b>			
 The HNTB Companies Infrastructure Solutions <small>141 West 57th Street, Suite 5000          New York, NY 10019-2000          212.512.2000</small>		APPROVED: <b>HNTB</b> DATE: <b>08-09-2021</b>	
 <b>MIAMI-DADE COUNTY</b> INTERNAL SERVICES DEPARTMENT		DATE: _____ APPR'D: _____	
DESIGNED BY <b>CLAS</b>	CHECKED BY <b>AH</b>	DATE	
DRAWN BY <b>MM</b>	CHECKED BY <b>MM</b>	DATE	
DRAWING SCALE <b>1"=30'</b>		REVISIONS	
NO.	DATE	APP.	

**EXHIBIT "C"**  
**TO**  
**INTERLOCAL AGREEMENT**

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**SURVEY**

[consisting of \_\_\_\_ pages, including this title page]

[The COUNTY shall provide a Survey to the BOARD, as detailed in Article III of this Interlocal Agreement, which Survey, as approved by the BOARD or its designee, shall be attached to this Interlocal Agreement as Exhibit "C" prior to execution by the BOARD of this Interlocal Agreement.]

DRAFT #9

07-27-21

**EXHIBIT "D"**  
**TO**  
**INTERLOCAL AGREEMENT**

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**RATES AND PAYMENT SCHEDULE FOR PLAN REVIEW AND PERMITTING**

[consisting of \_\_\_ pages, including this title page]

**DRAFT #9**  
**07.27.21**

**EXHIBIT "E"**  
**TO**  
**INTERLOCAL AGREEMENT**

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**CERTIFICATE OF OCCUPANCY, CERTIFICATE OF COMPLETION OR ITS  
EQUIVALENT FOR THE PLAYFIELD FACILITY**

[consisting of \_\_\_ pages, including this title page]

DRAFT #9

07.27.21

**EXHIBIT "F"**  
**TO**  
**INTERLOCAL AGREEMENT**

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**SCHEDULE OF USE FOR THE COLLECTION OF FEES**

[consisting of \_\_\_\_ pages, including this title page]

**DRAFT #9**

**07.27.21**