

NOTE: There is a three-minute time limit on all comments from the public, regardless of the subject matter. A request form is available from the Deputy Town Clerk; please fill it in and return it to her prior to the start of the meeting if you would like to speak during public comment. When you speak, you must come to the podium in the front and clearly state your name and address for the record. Please turn off or mute your cell phone or pager at the start of the meeting. Thank you.

TOWN OF BAY HARBOR ISLANDS

SPECIAL COUNCIL MEETING AGENDA

November 20, 2017

CALL TO ORDER: 7:00 p.m.

PLEDGE OF ALLEGIANCE:

ROLL CALL:

1. **Discussion** requested by Vice Mayor Bruder and Council Member Yaffe with regard to the Miami Dade County School Board agreement for the Ruth K. Broad Bay Harbor K-8 Center and the Town of Bay Harbor Islands. Enclosed is a copy of the existing Inter-local Agreement with the Miami Dade County School Board and the proposed Address Verification agreement.
2. **Consideration** and **Approval** of award of contract BHI-149 to Graphplex Signs in the amount of \$28,875.00 to fabricate and install the new "Shepard Broad Causeway" ICW Bridge signs. Enclosed is a copy of the bid received and supporting documents.

STAFF RECOMMENDATION: Approval

POLL VOTE

ADJOURNMENT: Approximately 8:00 p.m.

Pursuant to Florida Statutes 286.0105, the Town hereby advises the public that should any person decide to appeal any decision of the Town Council with respect to any matter to be considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

AGENDA ITEM REPORT

November 20, 2017

ITEM NUMBER: 1.

ITEM:

Discussion requested by Vice Mayor Bruder and Council Member Yaffe with regard to the Miami Dade County School Board agreement for the Ruth K. Broad Bay Harbor K-8 Center and the Town of Bay Harbor Islands. Enclosed is a copy of the existing Inter-local Agreement with the Miami Dade County School Board and the proposed Address Verification agreement.

DESCRIPTION:

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Stephanie Bruder, Vice Mayor
Robert Yaffe, Council Member

ATTACHMENTS

1.	MDCSB Joint Use Agreement	MDC School- Joint Use Agreement - optimized for email.pdf
2.	proposed agreement	MDCSB- Draft Agreement.pdf

JOINT USE AGREEMENT

This Joint Use Agreement is entered into on this 8TH day of MAY, 2007 by and between the **TOWN OF BAY HARBOR ISLANDS**, a municipal corporation of the State of Florida (herein referred to as the "Town"), and **THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**, a body corporate and politic (herein referred to as the "School Board").

RECITALS

The School Board is converting Ruth K. Broad Bay Harbor Elementary School (the "School") into a K-8 facility with a total student enrollment not to exceed 1,200 students, and will be renovating the existing school site to accommodate the new facility, with a total project cost of no less than \$13 million.

The Town owns the right-of-way and other property adjacent to the School property to the north, and proposes to develop this property as a parking garage and, potentially, other uses.

The conversion of the School and the development of the Town's property will address current school overcrowding, and meet the community's desire for a K-8 facility, as well as green space, recreational facilities, cultural and community spaces and adequate parking, and address traffic flow needs associated with the beginning and end of the school day.

The School Board and the Town are mutually interested in and concerned with providing and making available the School Board Facilities and the Town's property for the use and benefit of both the students of Miami-Dade County Public Schools and the residents of the Town of Bay Harbor Islands.

The School Board and Town are moving forward with this project and joint use agreement, with the understanding that available School Board project funds are limited. As such, the Proposed K-8 Conversion will be constructed substantially as depicted in the Site Plan, Exhibit A, unless it is subsequently determined that the project budget is sufficient for the School Board to fund one or more of the Additional Amenities depicted in the Alternate Site Plan, Exhibit B. In the event that funding is sufficient to construct one or more of the Additional Amenities, the Town shall provide input and School Board staff shall determine the best use of the available funds for these Additional Amenities.

The Town is currently allowed incidental use of facilities at the School other than the School Board Facilities as defined herein (such as access to the cafeteria for Halloween activities). Nothing in this Agreement is intended to prevent such incidental use from being agreed to on a case by case basis, during either School Hours or Non-School Hours, between the Town and the School Board in the future.

In order to open the new K-8 facility by the beginning of the 2008 school year, the School Board and the Town seek to complete the conversion of the School and the development of the Town's property by August 2008.

The Town's east island, on which the School is located, has an inadequate amount of green space, well below the average per capita acreage for Miami-Dade County. Thus, the green space on the School site is essential to the Town. Preservation and increase of the School's green space are material inducements for the Town entering into this Agreement. The ability to properly house students in the proposed new K-8 facility, coupled with a reduction in overall

student enrollment, improvements to the School's traffic flow, which includes increased stacking on the site of the School, continued use of the School's open spaces by the Town and School as designated, and the ability to jointly use facilities within the School buildings and the construction of the Town's proposed Parking Garage, as set forth herein, are also material inducements to the Town and the School Board for entering into this Agreement.

The parties intend that the students attending the School will be primarily drawn from the Towns of Bay Harbor Islands and Surfside and the Village of Bal Harbour.

The Town Council at its meeting March 12, 2007 approved the execution of this Joint Use Agreement. The Town Council at its meeting March 12, 2007, approved the execution of the related Lease Agreement between the School Board and the Town, addressing the School Board's lease of 130 parking spaces in the Town's Parking Garage.

The School Board has authorized the Joint Use Agreement and the Lease Agreement addressing the 130 parking spaces in accordance with Board Item No. F-17, at its meeting of MARCH 14, 2007.

AGREEMENT

In consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

I. DEFINITIONS.

Additional Amenities. The additional improvements depicted in the Alternate Site Plan, Exhibit B, but not on the Site Plan, Exhibit A, including (i) an eight-foot wide asphalt, rubberized or concrete Circular Walkway, (ii) One (1) Music/Band Classroom, (iii) One (1) Dining/Multi-Purpose Building and Serving Area, and (iv) Estate Fencing along the northern perimeter of the School site. The construction of these amenities is subject to available project funding for the work. The Town Manager shall provide input and the School Board staff shall determine which items may be constructed depending on the amount of funding available.

Agreement. This Agreement, together with all exhibits, amendments and modifications hereto.

Business Day. Any day that the Town of Bay Harbor Islands, Florida is open for business.

Capital Improvements. Tangible assets or projects that cost at least \$10,000 and have a useful life of at least five (5) years.

Joint Use Committee. A Joint Use Committee will be established as of the Commencement Date of this Agreement, and shall be made up of one representative each from the School Board and the Town, and shall be responsible for establishing, monitoring, and modifying the joint uses of the Joint Use Properties, in conformance with this Agreement. The Joint Use Committee shall also consider issues related to maintenance, utilities and other shared expenses related to the Joint Use Properties. The School Board representative shall be the

principal of the School, or his/her designee ("School Administrator"), and the Town representative shall be the Town Manager, or his/her designee.

Joint Use Properties. The School Board Facilities, Outdoor Facilities, and Parking Garage.

Non-School Days. Any days that are not School Days.

Non-School Hours. The hours of 4:01 p.m. through 11:00 p.m., on School Days, and from 8:00 a.m. to 11:00 p.m. on Non-School Days, or as otherwise agreed to by the School Board and the Town, or their respective designees.

Outdoor Facilities. One (1) Play Field, Two (2) Basketball Courts, Two (2) Renovated Tennis Courts, an eight-foot wide asphalt, rubberized or concrete Circular Walkway (construction of which will be an Additional Amenity, and subject to available funding), a playground, and Landscape Areas as shown on the attached Site Plans labeled Exhibits A and B.

Parking Garage. The parking garage and associated facilities to be constructed on the site of the Town's existing public parking lot on 95th Street located adjacent and to the north of the School. The Town's proposed schedule for contracting and construction of the Parking Garage is attached as Exhibit F.

Preferred Customer. A customer of the Parking Garage who is charged less than the retail hourly rate for each parking space.

Previously Scheduled School Events. The School Board's planned use of the Outdoor Facilities during Non-School Hours, as required for the School, for scheduled events and functions.

Proposed K-8 Conversion. The improvements depicted in Exhibit A, and funded by the School Board. A floor plan for a portion of the improvements is attached as Exhibit C.

Routine Maintenance and Repair. The standard level of maintenance and repair customarily provided by the School Board for public school facilities.

School Board Facilities. The following spaces on the first floor of the new middle school classroom building: Male and Female Bathroom Facilities, One (1) Computer Lab, One (1) Foreign Language Lab, One (1) Science Classroom, Two (2) Interconnected P.E. Classrooms and One (1) Art Classroom with One (1) Covered Art Patio, and One (1) Covered Exterior Terrace along the north and east sides of that building, all as shown on the attached Site Plans, labeled as Exhibits A through C. If the available School Board project funding for the K-8 Conversion is sufficient, then one or both of the following may be constructed as part of the School Board Facilities: One (1) Music/Band Classroom and One (1) Dining/Multi-Purpose Building and Serving Area. The Alternate Site Plan attached as Exhibit B depicts the design with both the Music/Band Classroom and Dining/Multi-Purpose Building and Serving Area. Elevations generally depicting the proposed School Board Facilities are attached hereto as Composite Exhibit D.

School Days. Any days that the School is in session.

School Hours. The hours of 7:00 a.m. through 4:00 p.m., on School Days, or as otherwise agreed to by the Town and the School Board, or their designees.

Site Plan. The Ruth K. Broad Bay Harbor Elementary K-8 Conversion Site Plan attached as Exhibit A to this Agreement.

Site Plan. Alternate. The alternative site plan, with the construction of one or more of the Music/Band Classroom, the Dining/Multi-Purpose Building and Service Area, Estate Fencing and the Circular Walkway, to be built if sufficient funding is available and earmarked for the School Board K-8 Conversion project, attached as Exhibit B to this Agreement.

Special School Events. The School Board's use of the Outdoor Facilities, or any portion thereof, during Non-School Hours for the benefit of the School, for one-time or infrequent special school events and functions that are not previously scheduled.

Town Events. The Town's use of the Outdoor Facilities, from time to time, for one-time or infrequent Town-sponsored events and functions that may impact the School Board's use of the Outdoor Facilities during School Hours. The anticipated daily use of the Outdoor Facilities under this Agreement, including Town-sponsored community picnics, is not considered a Town Event.

Town Manager. The Town Manager of the Town of Bay Harbor Islands, or his or her designee.

II. TERM.

The Term of this Agreement shall be thirty (30) years, effective with and commencing upon the execution of the Agreement by both parties ("Commencement Date"). The Town and the School Board shall confirm the Commencement Date in a separate written instrument, which shall become a part of this Agreement by reference. This Agreement shall renew automatically for successive terms of ten (10) years each, unless either the Town Council or the School Board notify the other party in writing a minimum of two (2) years prior to any such renewal period to prevent such extension. The terms, covenants and conditions of this Agreement, as the same may be modified from time to time, shall continue to be in effect during each such renewal term.

III. JOINT USE OF OUTDOOR FACILITIES.

The parties to this Agreement intend for the Outdoor Facilities to be jointly used by the School Board and the Town.

A. Use of Outdoor Facilities. The parties agree that the Outdoor Facilities constructed or renovated pursuant to this Agreement shall be used for their intended use, as labeled on the attached Site Plan and Alternate Site Plan, for the Term of this Agreement. The parties further agree that, during the Term of this Agreement, no structures, buildings, or portables, shall be built or otherwise placed on the Outdoor Facilities. Notwithstanding the

foregoing, in the event of a natural or manmade disaster that results in the loss of permanent student station capacity at the School, the School Board may place portables at the School for up to twelve (12) months to replace the lost capacity while repairs are made.

B. Hours of Use.

1. *School Hours.* During School Hours, the Outdoor Facilities, except the tennis courts, may only be used by the School Board, in accordance with School Board rules and regulations.

2. *Non-School Hours.* During Non-School Hours, the Outdoor Facilities will be open for use by the Town, in accordance with the terms of this Agreement and any additional rules and regulations promulgated by the Town that are not inconsistent with School Board rules. The School may use the Outdoor Facilities during Non-School Hours, (a) as required for the School, for Previously Scheduled School Events as defined herein, or (b) when they are not in use by the Town. The School Administrator shall meet with the Joint Use Committee and/or the Town Manager prior to the start of each school year, or as soon thereafter as is practical, to establish a calendar or agenda of Previously Scheduled School Events using the Outdoor Facilities during Non-School Hours for the upcoming school year, and to discuss issues of maintenance and required capital improvements for the Joint Use Properties. The School Board also has the right to use the Outdoor Facilities, or any portion thereof, during Non-School Hours for the benefit of the School, for Special School Events as defined herein, provided: (a) such facilities are available for use during such Non-School Hours and the Town has not already scheduled events or activities for such facilities; and (b) the School Administrator notifies the Joint Use Committee and/or the Town Manager at least 72 hours in advance as to the Special School Event. The Joint Use Committee may, as necessary, further refine and develop the procedure for the scheduling and coordination of Previously Scheduled School Events and Special School Events.

3. *Tennis Courts.* The parties agree that the Town shall be permitted to use the tennis courts during Non-School Hours and School Hours, subject to any separate agreement between the Town and the School Board as to the School Board's use of the tennis courts during School Hours.

C. Town Events. The School Board acknowledges that the Town may seek use of the Outdoor Facilities, from time to time, for Town Events as defined herein. The Town agrees to make written application to the School Board at least thirty (30) days in advance of any proposed Town Event, indicating the nature of the event, duration, impact on the School's use of the Outdoor Facilities, and any other relevant information. The School Board, acting through its designee, shall respond with all due haste, and approval of such Town Event shall not be unreasonably withheld.

The Town shall remove all refuse or debris generated by any Town Event and shall repair all damage to the School occurring during such event, and the School site shall be made safe and usable for the School prior to the School's next period of use. In connection with Town Events, the Town may charge and collect admission and concession fees, provided the fees are utilized, in whole or in part, to offset costs associated with the Town Event.

D. Vendors, Operators and Providers of Services. The Town shall ensure that any and all vendors, operators or providers of services occupying the School site, shall do so only with Town's approval. All such vendors, operators and service providers 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 combined single limit of no less than one million dollars (\$1,000,000), without interruption during the event. A Certificate of Insurance shall be provided to the School Board a minimum of ten (10) days prior to the event, and the Certificate shall name The School Board of Miami-Dade County, Florida as an additional insured. The Town shall further assure that adequate security is provided during the event to address parking and crowd control issues.

E. Use of Outdoor Facilities by Third Parties. The Town, in its sole discretion, shall have the option of contracting with not-for-profit parties to use the Outdoor Facilities to provide Town-sponsored recreational services and programs to the general public during Non-School Hours. In that event, the Town shall be responsible during such use for all maintenance, clean-up, risk management and supervision of the Outdoor Facilities and other terms and conditions set forth in this Agreement, the same as if the Town, itself, were utilizing the facilities. Further, the Town shall require such entities or groups to provide liability insurance, naming both the Town and the School Board as additional insureds, in accordance with the rules and regulations established from time to time by both the Town and the School Board for use of their facilities. The Town shall obtain a certificate of insurance evidencing same and shall provide a copy thereof to the School Board.

F. Outdoor Facilities Utilities.

1. *Electricity.* Florida Power and Light (FPL) shall be the initial service provider for electricity for the Outdoor Facilities.

2. *Water and Sewer.* The Town shall be the service provider for water and sewer service for the Outdoor Facilities.

3. *Lighting Requirement.* At the option of the Town, and at the Town's sole cost and expense, the School Board agrees to install pedestrian lighting for the Outdoor Facilities as a part of the contract for construction at the School, so that the Outdoor Facilities can be used for nighttime activities. The School Board and Town shall jointly select a lighting fixture design that will, to the greatest extent possible, minimize the reflection of light on to the surrounding residential neighborhoods. The Town agrees that it shall provide funding for any additional required design work and for the cost of installation, as the School Board can only provide building-mounted security lighting. Also, the pedestrian lighting shall be separately metered, and the utility cost and cost of maintenance and repair of the lighting will be borne by the Town.

4. *Trash Removal.* Trash removal from the Outdoor Facilities will be arranged and paid for by the School Board and the Town, for their respective periods of use.

5. *Utility Costs.* Other than the cost of electricity for pedestrian lighting in the Outdoor Facilities, the School Board shall be the party responsible for the cost of the Outdoor Facilities' utility services customarily provided for the School. The Town, in its discretion, may request that the School increase its use of the utilities above the School's standard level of use (i.e., extra irrigation), which additional cost shall be borne by the Town. The Town and School Board shall establish a procedure through the Joint Use Committee for the collection and expenditure of any such utility funds to be provided by the Town.

G. Routine Maintenance and Repairs of Outdoor Facilities.

1. *Performance of Routine Maintenance and Repair Responsibilities.* The School Board shall be the party responsible for Routine Maintenance and Repair of the Outdoor Facilities, the cost of which shall be borne by the Board. Utilities are covered in paragraph F above. The Town, at its discretion, may perform maintenance and repair of the Outdoor Facilities above the School Board's Routine Maintenance and Repair Requirements, at the Town's sole cost, after adequate notice of the intended action(s) is provided and agreed to by School Administrator. The parties agree that if the Outdoor Facilities are damaged during a party's period of use, then that party shall repair the damage. The parties do not intend, and this Agreement shall not be construed to require, that the Town will be responsible for any capital improvements to the Outdoor Facilities.

2. *Maintenance Schedule.* The School Board may perform Outdoor Facilities maintenance during School Hours and Non-School Hours. The School Board agrees to use best efforts to schedule maintenance functions on the Outdoor Facilities during School Hours in order to minimize any impact on scheduled Town use of the Outdoor Facilities.

3. *Payment for Maintenance and Repair by the Town.* On a periodic basis, but no less than annually, the Town shall provide payment to the School Board for the cost of additional maintenance and repair performed by the School Board on the Outdoor Facilities, above the School's Routine Maintenance and Repair Requirements, which result from use of the Outdoor Facilities by the Town. An example of such maintenance and repair above and beyond the School Board's standard at the Town's expense would be the early replacement of sod being necessitated by a Town-sponsored soccer league using the playfield extensively.

H. Outdoor Facilities Security.

1. *Security During School Hours.* During School Hours, the security of the Outdoor Facilities shall be provided by the School Board at the School Board's expense.

2. *Security During Non-School Hours.* During Non-School Hours, the security of the Outdoor Facilities shall be provided by the Town at the Town's expense.

3. *Fences.* New perimeter fences installed around the School as a result of the work shall be either vinyl clad chain link fence, set back sufficiently to allow planting with a landscape buffer or, if funding permits, estate fencing. The fence shall be four feet high. However, the fence adjacent to the tennis and basketball courts shall be vinyl clad chain link with wind screens, and shall be ten feet high.

1. Outdoor Facilities Staff.

1. *Staff During School Hours.* During School Hours, the staffing of the Outdoor Facilities shall be provided, as needed, by the School Board, and at the School Board's expense.

2. *Staff During Non-School Hours.* During Non-School Hours, the staffing of the Outdoor Facilities shall be provided, as needed, by the Town, at the Town's expense.

J. Alcoholic Beverages. The parties agree that the sale and/or consumption of alcoholic beverages are prohibited at all times on the Outdoor Facilities.

K. Public Access of School Bathroom Facilities. Subject to the provisions of Article IV.E.2., the specific bathroom facilities to be made available to the Town during use of the Outdoor Facilities during Non-School Hours are those on the first floor of the middle school classroom building, as shown on the attached Site Plans, labeled Exhibits A through C.

IV. JOINT USE OF SCHOOL BOARD FACILITIES.

The parties to this Agreement intend for specific portions of the School Board Facilities to be jointly used by the School Board and the Town.

A. Use of School Board Facilities. The parties agree that the School Board Facilities constructed or renovated pursuant to this Agreement shall be used substantially for their intended use, as labeled on the attached Site Plan, and Alternate Site Plan, for the Term of this Agreement.

B. Hours of Use.

1. *School Hours.* During School Hours, the School Board Facilities may be used only by the School Board, in accordance with School Board rules and regulations.

2. *Non-School Hours.* During Non-School Hours, the School Board Facilities may be used by the Town, in accordance with School Board Rules and the terms of this Agreement and any additional rules and regulations promulgated by the Town that are not inconsistent with School Board Rules. The School may use the School Board Facilities during Non-School Hours, as required for the School: (a) when they are not in use by the Town, or (b) for Previously Scheduled School Events. The School Administrator shall meet with the Joint Use Committee and/or the Town Manager prior to the start of each school year, or as soon thereafter as is practical, to establish a calendar or agenda of Previously Scheduled School Events using the School Board Facilities during Non-School Hours for the upcoming school year, and to discuss issues of maintenance and any required capital improvements for the Joint Use Properties. The School Board also has the right to use the School Board Facilities, or any portion thereof, during Non-School Hours for the benefit of the School, for Special School Events, provided: (a) such facilities are available for use during such Non-School Hours and the Town has not already scheduled events or activities for such facilities; and (b) the School Administrator notifies the Joint Use Committee and/or the Town Manager at least 72 hours in advance as to the Special School Event. The Joint Use Committee may, as necessary, further refine and develop the

procedure for the scheduling and coordination of Previously Scheduled School Events and Special School Events.

C. Public Access of Bathroom Facilities. The specific bathroom facilities to be made available to the Town during use of the School Board Facilities during Non-School Hours are those on the first floor of the middle school classroom building as shown on the attached Site Plans labeled as Exhibits A through C.

D. Security of the School Board Facilities.

1. *Security During School Hours.* During School Hours, the security of the School Board Facilities shall be provided by the School Board, and at the School Board's expense.

2. *Security During Non-School Hours.* During Non-School Hours, the security of the School Board Facilities shall be provided by the Town, and at the Town's expense.

E. Staff of the School Board Facilities.

1. *Staff During School Hours.* During School Hours, the staff for the School Board Facilities shall be provided, as needed, by the School Board, and at the School Board's expense.

2. *Staff During Non-School Hours.* Unless otherwise agreed to by the parties, during Non-School Hours, School staff will be utilized by the Town to open and close the School Board Facilities, at the Town's expense. Any other staffing of the School Board Facilities shall be provided, as needed, by the Town, and at the Town's expense.

F. Alcoholic Beverages. The parties agree that the sale and/or consumption of alcoholic beverages are prohibited at all times on the School Board Facilities.

G. Routine Maintenance and Repairs of School Board Facilities.

1. *Performance of Routine Maintenance and Repair Responsibilities.* The School Board shall be the party responsible for Routine Maintenance and Repair of the School Board Facilities, the cost of which shall be borne by the Board. However, the Town, at its discretion, may perform maintenance and repair of the School Board Facilities above the School Board's Routine Maintenance and Repair requirements, at the Town's sole cost, after adequate notice of the intended action(s) is provided and agreed to by the School Administrator. The parties agree that if the School Board Facilities or their contents are damaged during a party's period of use, then that party shall repair the damage. The parties do not intend, and this Agreement shall not be construed to require, that the Town will be responsible for any capital improvements to the School Board Facilities.

2. *Maintenance Schedule.* The School Board may perform School Board Facilities maintenance during School Hours and Non-School hours. The School Board agrees to use best efforts to schedule maintenance functions during School Hours on the School Board Facilities in order to minimize any impact on the parties and on scheduled Town events.

3. *Payment for Maintenance and Repair by the Town.* On a periodic basis, but no less than annually, the Town shall provide payment to the School Board for the cost of additional maintenance and repair performed by the School Board on the School Board Facilities, above the School's Routine Maintenance and Repair requirements, which results from the use of the School Board Facilities by the Town (to include such things as consumables such as soap and paper products, and custodial personnel if required due to the Town's failure to ensure that the School Board Facilities are left in the same state in which they were found).

4. *Utility Costs.* The cost of all of the School Board Facilities' utility services shall be shared between the School Board and the Town on a proportionate basis. The Joint Use Committee shall establish a procedure for the collection and expenditure of utility funds.

H. Use of School Board Facilities by Third Parties. The Town, in its sole discretion, shall have the option of contracting with not-for-profit parties to use the School Board Facilities to provide Town-sponsored recreational services and programs to the general public during Non-School Hours. In that event, the Town shall be responsible during such use for all maintenance, clean-up, risk management and supervision of the School Board Facilities and other terms and conditions set forth in this Agreement, the same as if the Town, itself, were utilizing the facilities. Further, the Town shall require such entities or groups to provide liability insurance, naming both the Town and the School Board as additional insureds, in accordance with the rules and regulations established from time to time by both the Town and the School Board for use of their facilities. The Town shall obtain a certificate of insurance evidencing same and shall provide a copy thereof to the School Board.

V. JOINT USE OF PARKING GARAGE.

The parties to this Agreement intend for the Parking Garage to be jointly used by the School Board and the Town under the terms and conditions below. The parties intend to enter into a separate lease agreement including substantially the following terms and conditions further specifying the terms of the School Board's lease of the parking spaces in the Parking Garage no later than March 31, 2007, with same term as this Joint Use Agreement. The Town further agrees to make the Parking Garage available for School use by July 31, 2008. In order to make the Parking Garage available to the School by July 31, 2008, the Town represents and covenants that the schedule of the work shall be in substantial conformance with Exhibit F, attached hereto and incorporated herein by reference. The Town and the School Board shall meet every sixty (60) days, following execution of the Joint Use Agreement and until the completion of the Parking Garage, to assess the status of the project, identify any problems or delays that might arise, and jointly address a mutually acceptable strategy to resolve such issues.

A. Parking Spaces. The School Board agrees to lease a minimum initial number of 130 parking spaces in the Parking Garage for the Term of this Agreement, and the Town agrees to ensure that a minimum initial number of 130 parking spaces will be available for the School Board to lease for its faculty and staff. The spaces shall be available during School Hours and, as needed, during Non-School Hours when the School Board is using the School Board Facilities or Outdoor Facilities. The parties agree that if additional visitor parking spaces are required, beyond those included in the 130 spaces being leased, School visitors can park in the rest of the Parking Garage as needed at the then current hourly rate.

B. Lease Payment. The parties agree that the School Board shall be charged by the Town at a rate of \$60/space/month or \$720 a year per space, which rate shall be adjusted by the CPI, no more frequently than once a year. The Town agrees that the rate of increase applied to

the School Board spaces shall not exceed the rate of increase applied to other Preferred Customers. Further, at no time shall the lease rate charged to the School Board for its spaces in the Parking Garage exceed the rate charged to Preferred Customers or retail customers.

C. Lease in Lieu of Parking Trust Obligation. The Town recognizes that the School Board is not required or obligated to pay into the Town's Parking Trust, and that the Board's lease of spaces in the Parking Garage, and its agreement to share the Outdoor Facilities and the School Board Facilities with the Town, is meant as a collaborative effort between two public entities for the public's greater good.

D. Delays or Changes to Parking Garage Project Schedule. Notwithstanding the above, in the event the Town Council has not approved a contract for construction of the Parking Garage by September 27, 2007, or, having done so, has not executed the contract by October 10, 2007, or, having done so, does not issue a Certificate of Occupancy for the Parking Garage and make same available for School use by December 31, 2008, then the School Board, at its sole discretion, may seek an alternate location for its parking needs, including construction by the School Board of permanent parking facilities on the School site. In the event the Town is unable to complete the Parking Garage by July 31, 2008, the Town shall make alternate parking facilities available for School use on an interim basis, at the locations and in the amounts shown on the attached Exhibit E. The parties agree that the School Board shall be charged by the Town for these spaces at a rate of \$40/space/month, and that the Town shall provide a shuttle from these alternate parking facilities to the School to accommodate staff arrivals and departures for the hours of 7:00 am to 9:00 am and 3:15 pm to 5:15 pm each School Day.

If the Town experiences a delay in the completion of the Parking Garage beyond December 31, 2008, where the delay is caused by acts of God, war, revolution, riots, floods, earthquakes, fires, casualties, or unusually severe weather, the December 31, 2008 deadline shall be extended for a time equal to the time lost due to any delay caused by the foregoing, not to exceed ninety (90) days, and the alternate parking facilities and shuttle provided by the Town shall remain in effect.

In the event the School Board elects to construct permanent parking facilities on the School site, or the Town takes an affirmative action to not proceed with the Parking Garage project, this Agreement shall automatically be canceled and of no further force or effect, or, at the mutual agreement of the parties, this Agreement may be renegotiated.

VI. SITE PLAN.

The School Board has collaborated with the Town in developing the Site Plan, Alternate Site Plans, and School Board Facilities, attached hereto as Exhibits A, B and C, and the Elevations in Composite Exhibit D, and agrees to substantially conform to the exhibits in its construction of the Proposed K-8 Conversion. However, this agreement to construct substantially in compliance with Exhibits A, B, C and D is subject to unknown site conditions or other unknown conditions that may prevent such compliance.

VII. EMERGENCY GENERATORS.

The parties agree that the use of emergency generators shall be permitted on the Joint Use Properties. In addition, the parties further agree that the sound pressure level from any

generator(s) on the Joint Use Properties shall not exceed those limits set forth in the Town Code of Ordinances.

VIII. TRAFFIC.

The School Board has conducted a Traffic Study demonstrating that the intersections of Kane Concourse and West Bay Harbor Drive and Kane Concourse and Bay Harbor Terrace will not fall below an acceptable level of service with the construction of the K-8 Conversion project. The expanded drop off lane will accommodate a total of 26 cars at one time. Through the Joint Use Committee, the parties shall continue to coordinate on procedures for the direction and control of traffic at the School.

IX. CONSTRUCTION REQUIREMENTS.

The School Board shall provide on-site security, and conform to all appropriate safety measures during construction of the proposed improvements.

A. Phasing. The School Board plans to phase the construction at the School to minimize disruption to all parties. The School Board's Construction Project Manager will keep the Town Manager and/or designee informed of the project phasing, and use its best efforts to collaborate and communicate with Town staff in this regard. The Town acknowledges and agrees that the existing tennis facilities may be demolished or rendered unusable, in whole or in part, at such time as the tennis facilities are required for the construction project. The School Board shall attempt to phase the construction such that: construction of the basketball and tennis courts, and the related relocation of onsite parking, will be phased as late as possible in the construction period to allow for use of such parking during construction; construction of the improved drop-off lane to be completed as early as possible, and; the tennis facilities will be rendered unusable during the 2007 summer months or the 2008 summer months, when the School is not in session. The parties may in the future negotiate to close 95th Street for at least a portion of the construction period of the K-8 Conversion and Parking Garage, to provide a staging area for one or both construction projects.

B. Location of Portables. During the construction of the School Board Facilities, the School Board will relocate the existing portables, if necessary, to an area adjacent to the existing tennis courts.

C. Town Liaison. The Town shall appoint a staff member to act as liaison with the School Board and its contractor, attend all on-site construction meetings, and work with all parties to address ongoing issues impacting the School, Town and surrounding neighborhood.

D. School Board's Onsite Parking. The School Board acknowledges that the Town is not responsible for replacing the 55 parking spaces currently on the School site, until August 1, 2008, when the Town becomes responsible to provide for all parking for the School, unless otherwise mutually agreed to by the Parties. Prior to August 1, 2008, the School Board plans to make alternative arrangement for this parking demand when the existing spaces are no longer usable.

X. PROPERTY INSURANCE.

A. Town Liability. The Town shall cause to be maintained adequate property insurance for the Parking Garage, and shall provide evidence of such insurance to the School Board.

B. School Board Liability. The School Board shall maintain adequate property insurance for the School Board Facilities and Outdoor Facilities, and shall provide evidence of such insurance to the Town.

XI. PUBLIC LIABILITY.

Subject to the provisions and monetary limitations of Section 768.28, Florida Statutes (as may be amended), which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law, the School Board and Town shall each maintain either a public liability insurance policy or an ongoing self-insurance program for public liability, automobile liability and worker's compensation insurance, and shall provide reasonably satisfactory evidence of such insurance or ongoing self insurance program to the other Party and the Joint Use Committee. Nothing in this Agreement is intended to operate as a waiver of sovereign immunity by either party.

XII. LIABILITY FOR DAMAGE OR INJURY.

A. Town Liability. Subject to the provisions and monetary limitations of Section 768.28 of the Florida Statutes (as may be amended), which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law, the Town shall not be liable for any damage or injury which may be sustained by the School Board, or any person using the Joint Use Properties, other than damage or injury resulting from the negligence or improper conduct of the Town, its agents, representatives or employees, or resulting from the Town's failure to perform its obligations under this Agreement.

B. School Board Liability. Subject to the provisions and monetary limitations of Section 768.28 of the Florida Statutes (as may be amended), which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law, the School Board shall not be liable for any damage or injury which may be sustained by the Town, or any person using the Joint Use Properties, other than damage or injury resulting from the negligence or improper conduct of the School Board, its agents, representatives or employees, or resulting from the School Board's failure to perform its obligations under this Agreement.

XIII. INDEMNIFICATION.

A. Subject to the provisions and monetary limitations of Section 768.28(5), Florida Statutes (as may be amended), which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law, the School Board does hereby agree to indemnify and hold harmless the Town, to the extent of the limitations included

within Florida Statutes, Section 768.28, subject to the provisions in this act 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 \$100,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the School Board arising out of the same incident or occurrence, exceeds the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses and 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 Town from any liability or claim arising out of the negligent performance or failure of performance of the Town or as a result of the negligence of any unrelated third party.

B. Subject to the provisions and monetary limitations of Section 768.28(5), Florida Statutes (as may be amended), which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law, the Town does hereby agree to indemnify and hold harmless the School Board, to the extent of the limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the Town shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the Town arising out of the same incident or occurrence, exceeds the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the Town. 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 as a result of the negligence of any unrelated third party.

XIV. DEFAULT.

A. Notice. If a party to this Agreement (the "Defaulting Party") fails to perform under this Agreement or fails to comply with the terms and conditions of this Agreement (a "Default"), the other party hereto (the "Non-Defaulting Party") shall send written notice (the "Default Notice") to the Defaulting Party, according to the notice requirements set forth in this Agreement.

B. Opportunity to Cure. The Defaulting Party shall have a period of 30 days after receipt of the Default Notice to either cure its Default or to provide a written response to the Non-Defaulting Party indicating the status of the Defaulting Party's resolution of the Default and a schedule for the curing of the Default.

C. Remedies. If, within 30 days after receipt of Default Notice, the Defaulting Party fails to either cure its Default, or to provide a written response to the Non-Defaulting Party indicating the status of the Defaulting Party's resolution of the Default and a schedule for the curing of the Default, then the parties agree that the Town Manager, the School Principal and the School Board's Chief Facilities Officer shall meet and attempt to cure the Default before either party initiates legal action to enforce this Agreement. If a Default shall occur and shall continue, the Non-Defaulting Party shall be entitled to all remedies available at law or in equity, which may include, but not be limited to, the right to damages and/or specific performance.

XV. MISCELLANEOUS.

A. Amendment. No modification or amendment of this Agreement will be of any force or effect unless in writing and executed by all of the parties to this Agreement.

B. Assignment. This Agreement may not be assigned.

C. Construction of Agreement. All parties to this Agreement have substantially contributed to the drafting and negotiation of this Agreement, and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The parties hereto acknowledge that they have thoroughly read this Agreement, including all exhibits and attachments hereto, and have sought and received whatever competent legal advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

D. Counterparts. This Agreement may be signed in any number of counterparts, each of which constitutes the Agreement of the parties and each of which will be treated as an original.

E. Entire Agreement. This Agreement sets forth the entire agreement among the parties relating to the joint use of the Joint Use Properties. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the parties. Notwithstanding the foregoing, the parties acknowledge the existence of:

1. The Lease Agreement dated June 28, 1994 between the School Board and the Town (authorized on April 11, 1994 by Resolution 739 of the Town Council), addressing the use of certain vacated Town right-of-way property for tennis court and other facilities at the School; and

2. The Parking Lease Agreement dated MAY 8, 2007 between the School Board and the Town (authorized on March 12, 2007 by the Town Council), addressing the School Board's lease of 130 parking spaces in the Town's Parking Garage.

The parties intend that these Agreements shall remain in effect, to the extent that they are not inconsistent with this Agreement.

F. Gender. In this Agreement, the masculine includes the feminine and neuter, the singular includes the plural, and the plural includes the singular as the context requires.

G. Governing Law; Compliance with Laws; Venue. This Agreement will be interpreted and enforced in accordance with Florida law. The parties agree that they shall comply with all applicable laws, ordinances and codes of all governmental authorities, including the Americans with Disabilities Act. Venue for any action brought hereunder shall be proper exclusively in Miami-Dade County, Florida

H. Notices. All notices and other communications which are required to be given under this Agreement shall be in writing and must either be (a) hand-delivered, (b) sent by Federal Express or a comparable overnight mail service, (c) mailed by U.S. registered or certified mail,

return receipt requested, postage prepaid, or (d) sent by telephone facsimile transmission with transmission receipt, with an original copy of the transmission mailed by regular first-class mail not later than the first Business Day after the facsimile is sent. Notices should be sent to the Town and School Board at their respective addresses set forth below. Notice is effective upon delivery or refusal of delivery of notice. Any notice delivered after 5:00 p.m. will be deemed to be delivered on the following Business Day. The addressees and addresses for notice may be changed by giving notice. Until written notice of a change in address is delivered, the last addressee and address stated in this Agreement in effect for all purposes.

If to the School Board:	Superintendent Miami-Dade County Public Schools 1450 NE 2 Avenue, Room 912 Miami, FL 33132 Fax: (305) 995-1488 Phone: (305) 995-1430 Copies to: The School Board of Miami-Dade County, Florida School Board Attorney 1450 NE 2 Avenue, Room 400 Miami, FL 33132 Miami-Dade County Public Schools Facilities Planning 1450 NE 2 Avenue, Room 525 Miami, FL 33132
If to the Town	Town Manager Town of Bay Harbor Islands 9665 Bay Harbor Terrace Bay Harbor Islands, Florida 33154 Fax: (305) 866-4863 Phone: (305) 866-6241

I. Personal Liability of Parties. The parties acknowledge that this Agreement is entered into by two governmental entities. The parties agree that no individual elected official, employee, or representative of any party to this Agreement shall have any personal liability under this Agreement.

J. Section and Paragraph Headings. The section and paragraph headings contained in this Agreement are for purposes of identification only and are not to be considered in construing this Agreement.

K. Severability. If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of the Agreement will remain in full force and effect as long as to do so would not affect the overall purpose or intent of the Agreement.

L. Successors and Assigns. This Agreement will inure to the benefit of and be binding upon Town and School Board and their respective legal representatives, successors, and permitted assigns.

M. Waiver. No waiver of any provision of this Agreement will be deemed to have been made unless such waiver is in writing and signed by the party waiving the provision. The failure of any party to insist upon strict performance of any provision of this Agreement shall not be construed as waiving or relinquishing such provision in the future.

N. Attorney's Fees. The School Board shall pay the fees and expenses of the School Board's attorneys. The Town shall pay the fees and expenses of the Town's attorneys.

O. Joint Use Committee. Other than as provided elsewhere in this Agreement, the Joint Use Committee will be responsible for coordinating and resolving any issues pertaining to the scheduling, use, operation, maintenance and security of the Joint Use Properties.

P. Jessica Lunsford Act compliance. In accordance with the requirements of Sections 1012.32, 1012.465, and 435.04, Florida Statutes (2004) as well as with the requirements of HB 1877, The Jessica Lunsford Act (2005), effective September 1, 2005, and to the extent required by applicable law, the Town agrees that all of its employees who provide or may provide services under this Agreement have completed all background screening requirements as outlined in the above-referenced statutes. The Town agrees to bear any and all costs associated with acquiring the required background screenings. The Town agrees to require all its affected employees to sign a statement, as a condition of employment with the Town in relation to performance under this Agreement, that the employee will abide by the terms and notify the Town/Employer of any arrest or conviction of any offense enumerated in Section 435.04, Florida Statutes, within forty-eight (48) hours of their occurrence. The Town agrees to provide the School Board with a list of all of its employees who have completed background screening as required by the above-referenced statutes and meet the statutory requirements contained therein. The Town 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 Town further agrees to notify the School 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 Town to notify the School Board of such arrest or conviction within forty-eight (48) hours of being put on notice by the employee and within five (5) days of its occurrence shall constitute a Default hereunder. The parties further agree that

failure by the Town to perform any of the duties described in this paragraph shall constitute a material breach of this Agreement entitling the School Board to immediately pursue such remedies at law or in equity as to which the School Board may be entitled under the laws of the State of Florida, including, without limitation, an action for specific performance and/or an action to enjoin such breach. To the extent required by applicable law, the Town agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes, as it presently exists, and further as it may be amended from time to time. Further, the Town agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Agreement entitling the School Board to immediately pursue such remedies at law or in equity as to which the School Board may be entitled under the laws of the State of Florida, including, without limitation, an action for specific performance and/or an action to enjoin such breach.

Q. Damage or Destruction. In the event of Damage or Destruction of all or a portion of the Joint Use Properties, the School Board shall expedite completion of repairs to the Outdoor Facilities and/or School Board Facilities, and the Town shall expedite completion of repairs to the Parking Garage. In the event all or a portion of the Joint Use Properties are unavailable to the other party, all obligations under the Agreement, including the payment of rent for parking spaces, shall be reduced proportionately.

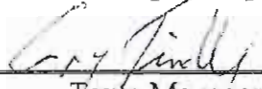
R. No Third Party Beneficiaries. This Agreement is solely for the benefit of the School Board and the Town, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is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

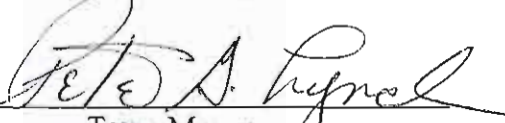
S. Designees. The Superintendent of Schools or his/her designee shall be the party designated by the School Board to grant or deny all approvals required by this Agreement, or to terminate this Agreement in conformance with the provisions of Article V.D. The Town Manager or his/her designee shall be the party designated by the Town to grant or deny all approvals required by this Agreement.

SIGNATURE BLOCKS ON FOLLOWING PAGES

3/12/07

**TOWN OF BAY HARBOR ISLANDS,
a Florida municipal corporation**

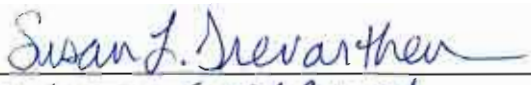
By: 
Town Manager

By: 
Town Mayor

Attest: 
Town Clerk

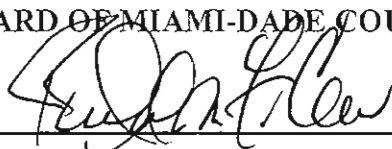
Date: 4-19-2007

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


Town Attorney *Special Counsel*

3/12/07

THE SCHOOL BOARD OF MIAMI-DADE COUNTY,
FLORIDA



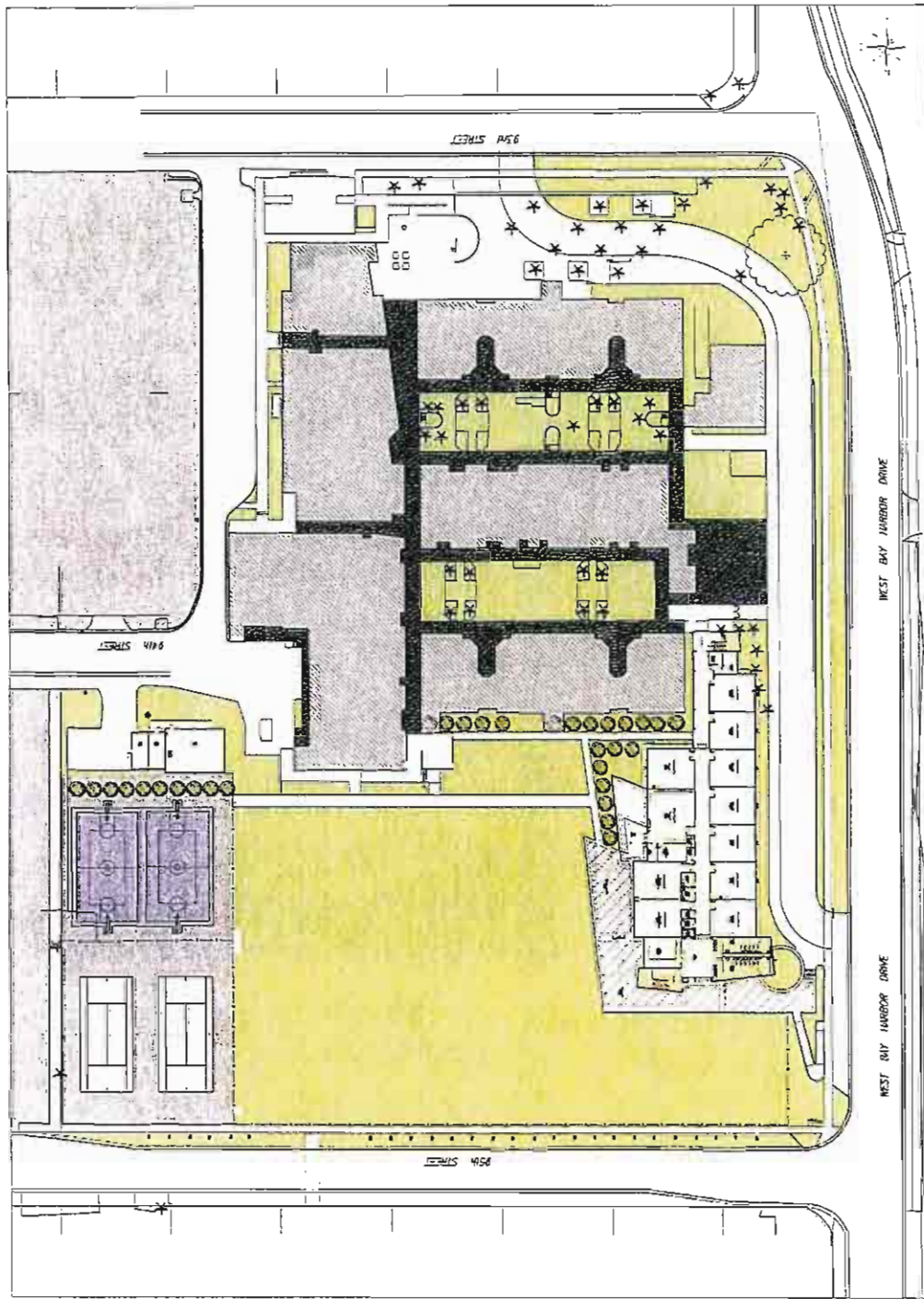
Dr. Rudolph F. Crew, Superintendent of Schools

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



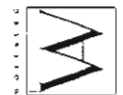
Julie Ann Rico, School Board Attorney



SITE PLAN / FIRST FLOOR

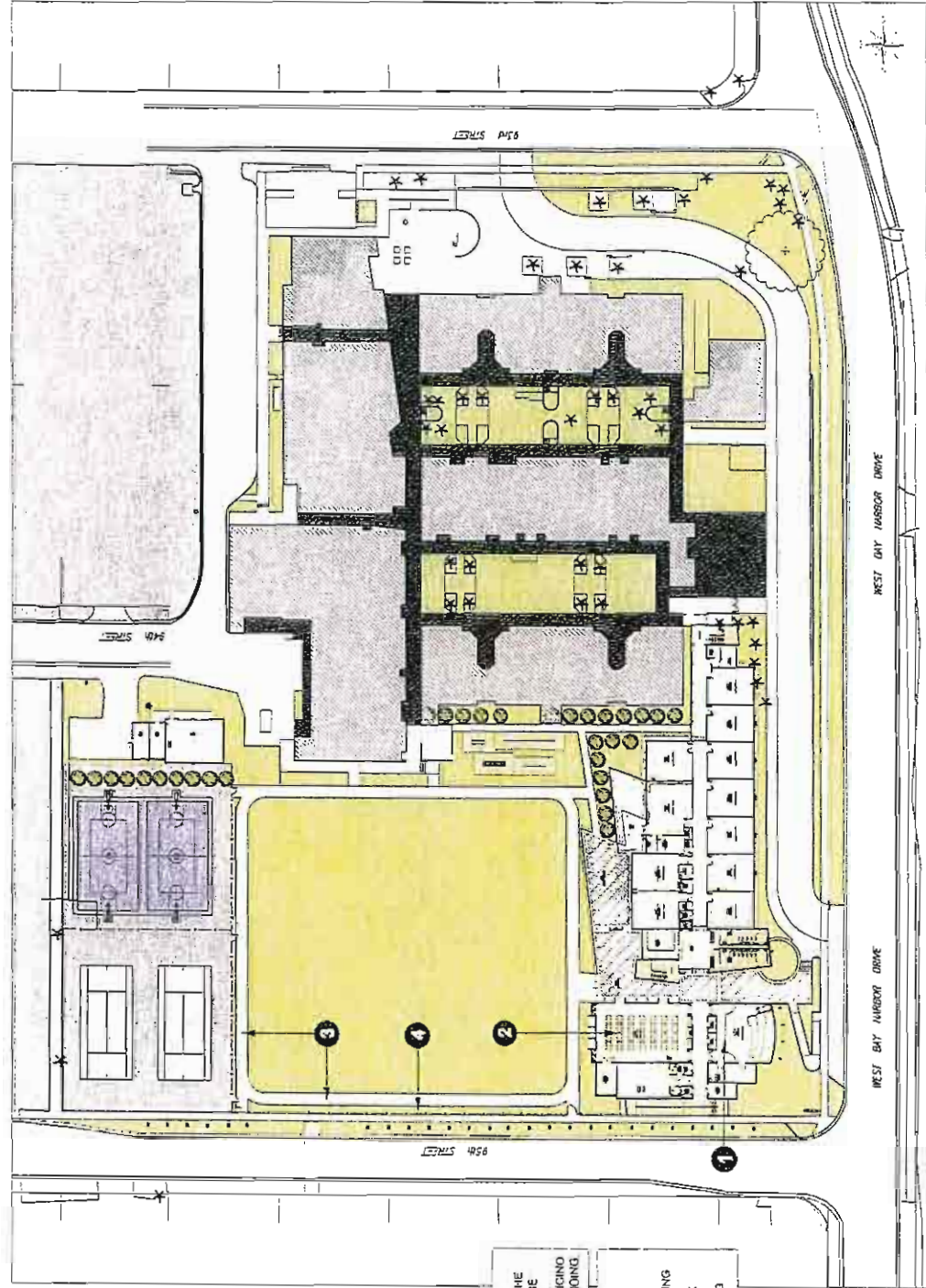
RUTH K. BROAD BAY HARBOR ELEMENTARY K-8 CONVERSION

EXHIBIT A



**RUTH K. BROAD BAY HARBOR ELEMENTARY
K-8 CONVERSION
EXHIBIT B**

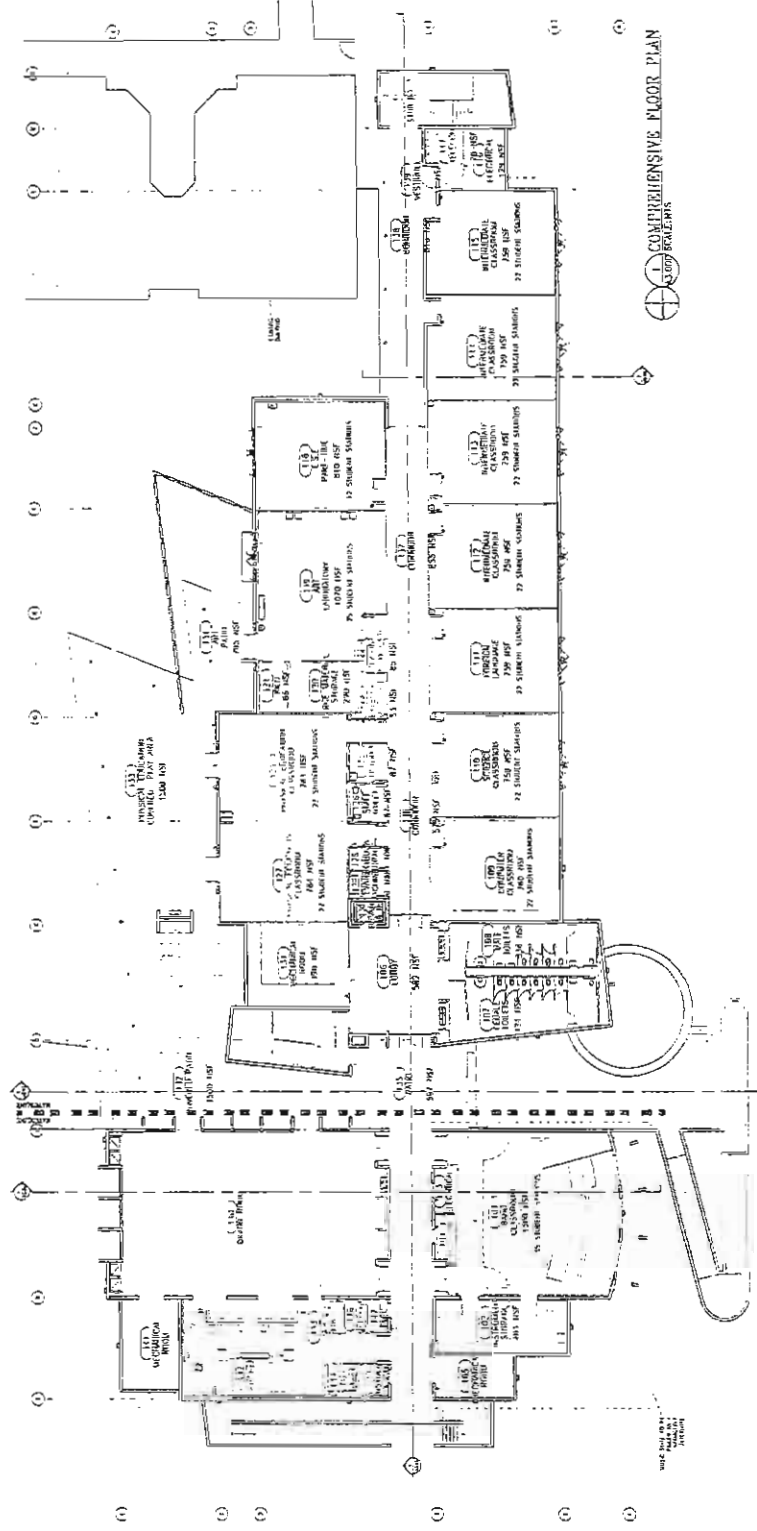
SITE PLAN / FIRST FLOOR

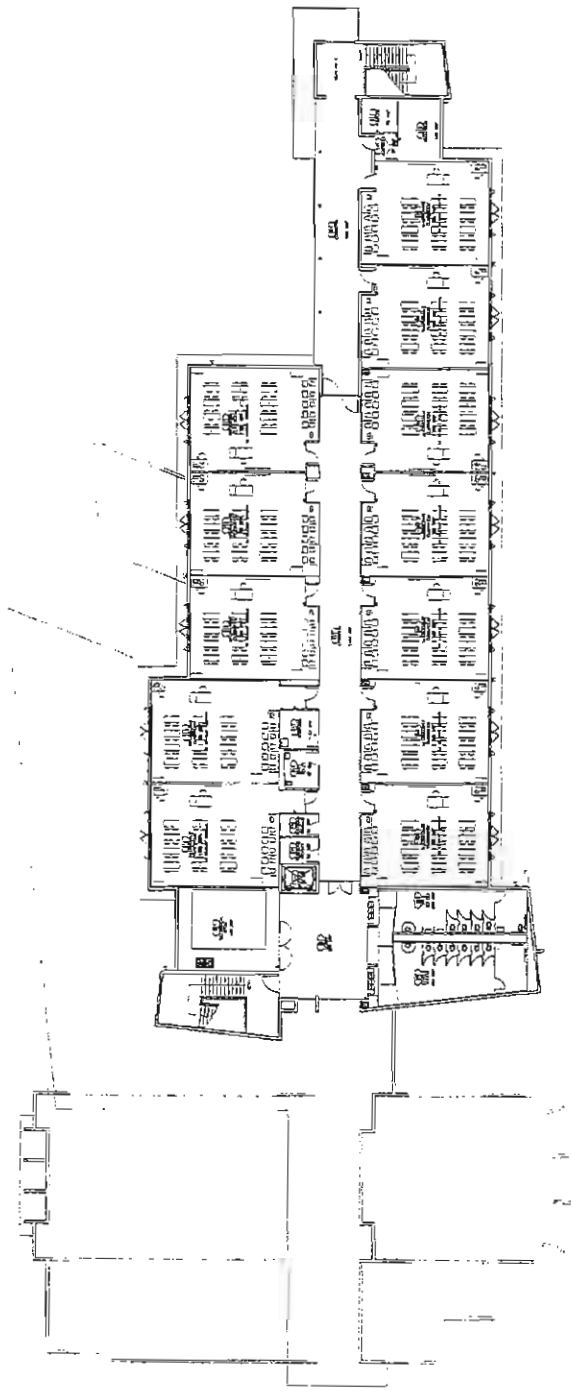


- THE INCLUSION OF ONE OR MORE OF THE ALTERNATES WILL BE DETERMINED UPON CONSTRUCTION PRICING AND AVAILABLE FUNDING.
- ALTERNATES:
- 1 MUSIC SUITE
 - 2 FOOD PREP/COOKING
 - 3 WALKING TRACK
 - 4 ESTATE FENCING



RUTH K. BROAD BAY HARBOR ELEMENTARY
K-8 CONVERSION
EXHIBIT C1





SECOND FLOOR PLAN

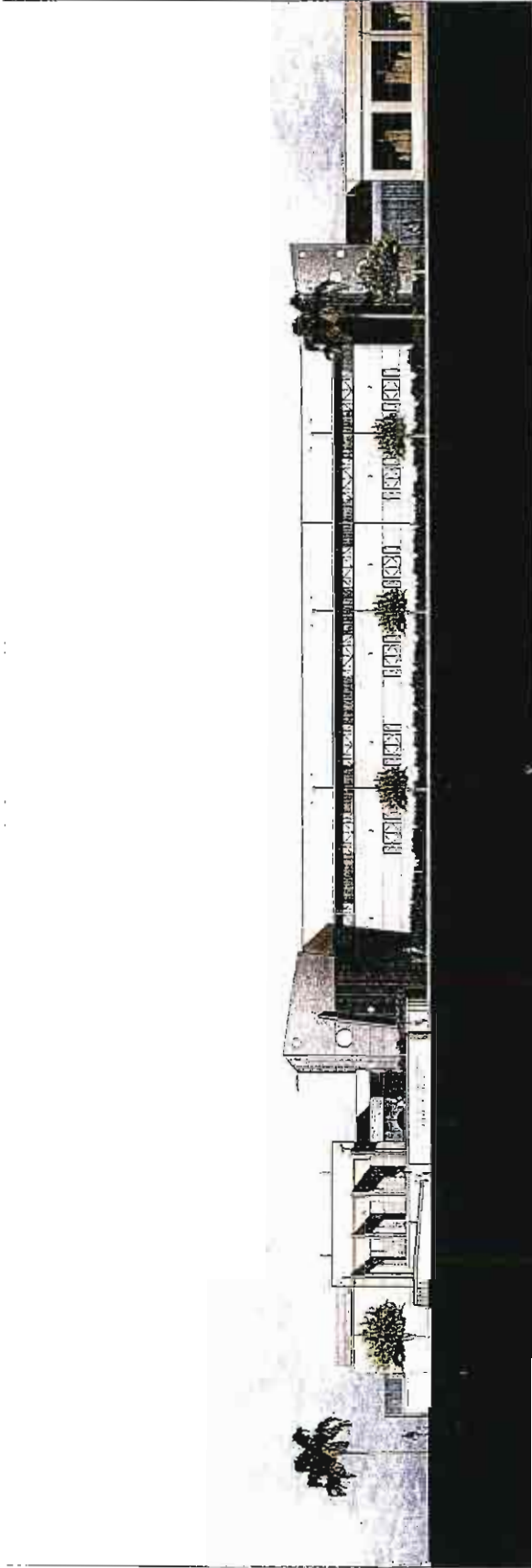
RUTH K. BROAD BAY HARBOR ELEMENTARY
K-8 CONVERSION
EXHIBIT C2





RUTH K. BROAD BAY HARBOR ELEMENTARY
K-8 CONVERSION

EXHIBIT D1



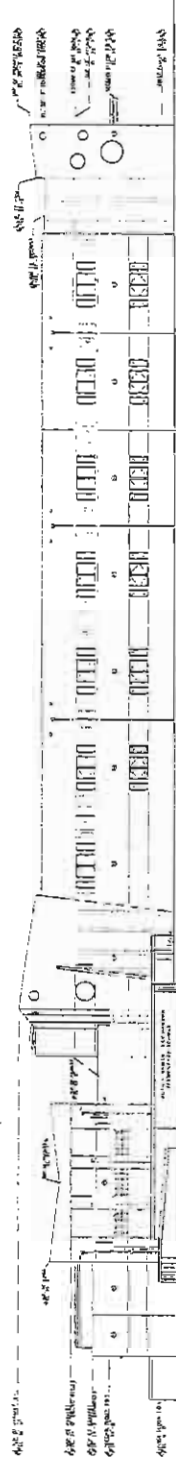
WEST ELEVATION



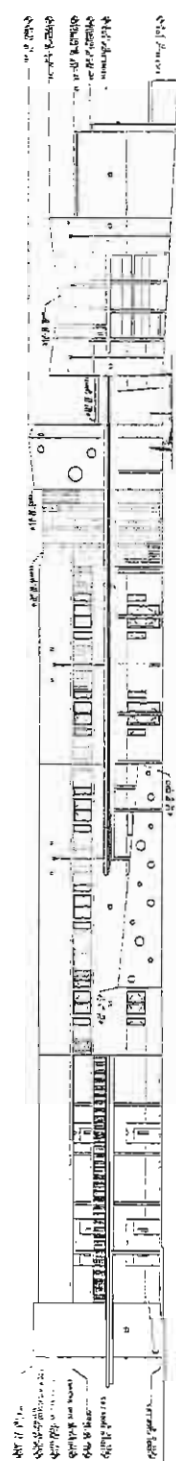
RUTH K. BROAD BAY HARBOR ELEMENTARY
K-8 CONVERSION

EXHIBIT

D2



1 WEST ELEVATION
K-8 CONVERSION



2 EAST ELEVATION
K-8 CONVERSION

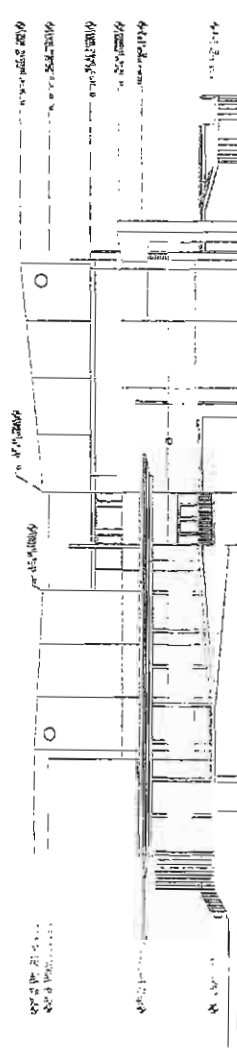




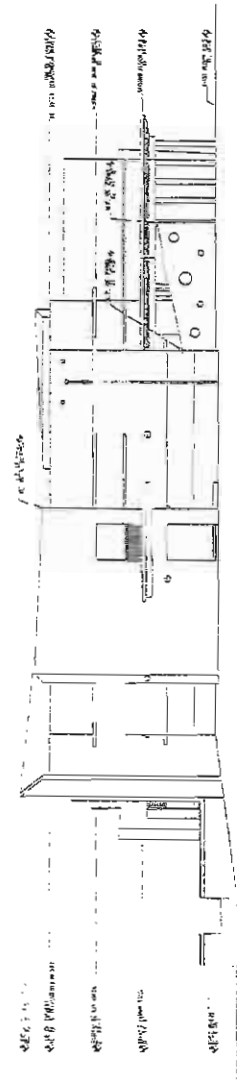
RUTH K. BROAD BAY HARBOR ELEMENTARY
K-8 CONVERSION

EXHIBIT

D3

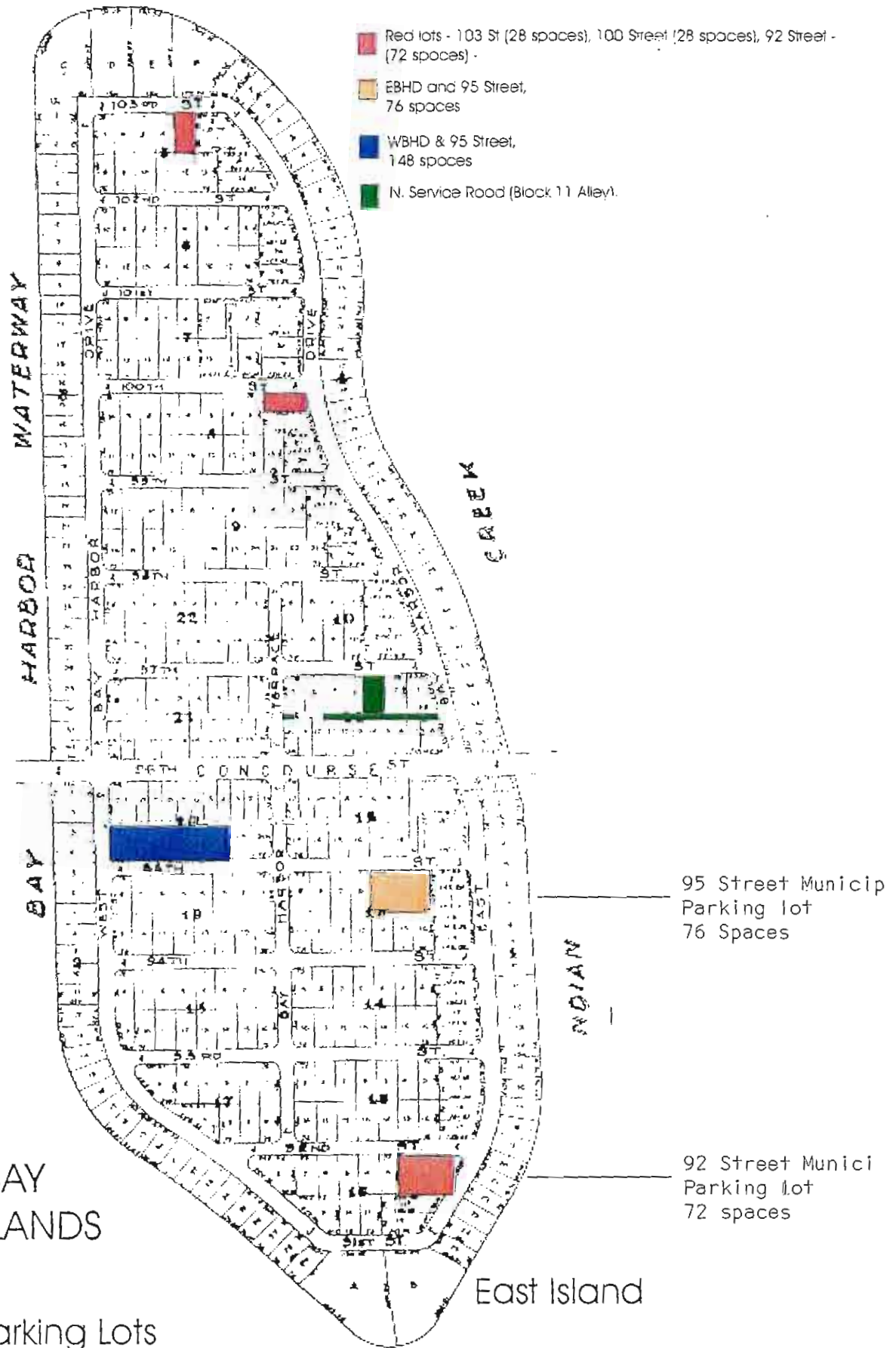


NORTH ELEVATION



SOUTH ELEVATION

EXHIBIT E



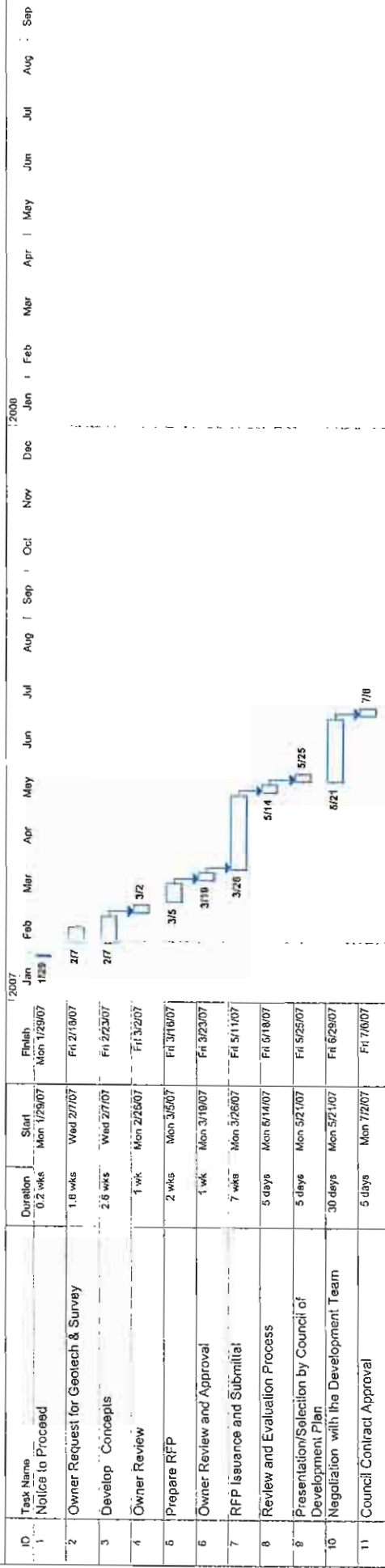
TOWN OF BAY
HARBOR ISLANDS

Municipal Parking Lots

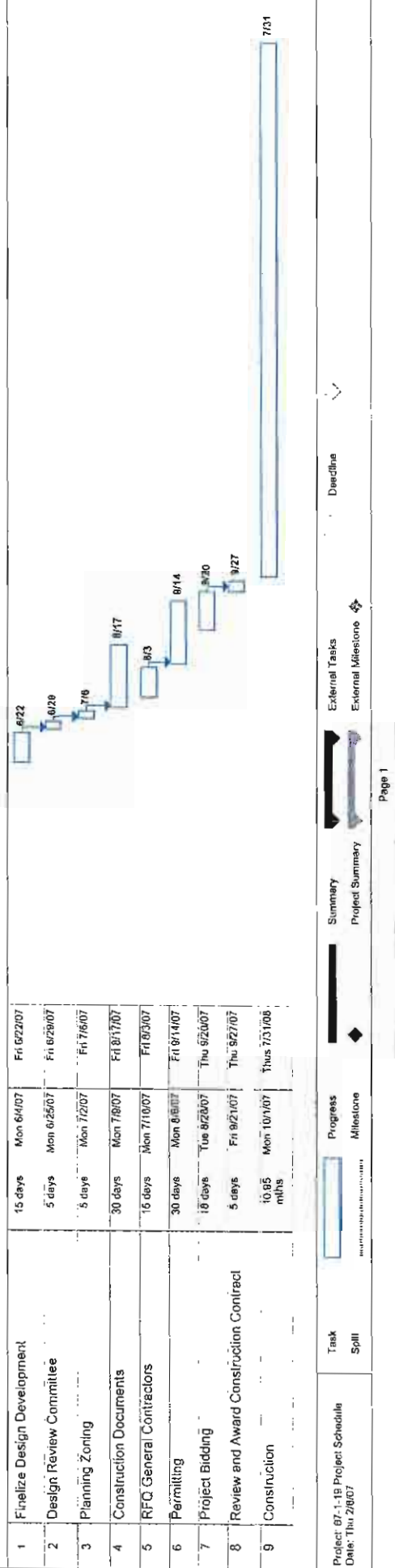
95 Street Municip
Parking lot
76 Spaces

92 Street Municipi
Parking lot
72 spaces

Town of Bay Harbor Islands Parking and Development Proposed Schedule



Option- If Developer No Go- Garage Only



PROGRAM GRANT AGREEMENT
FOR
TOWN OF BAY HARBOR ISLANDS ADDRESS VERIFICATION PLAN

This Program Grant Agreement for the Town of Bay Harbor Islands Address Verification Plan ("Agreement") is entered into this _____ day of _____, 2017, by and between the Town of Bay Harbor Islands, a Florida municipal corporation (hereinafter referred to as the "Town"), and the School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida, (hereinafter referred to as the "School Board").

In Consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the School Board and the Town agree as follows:

Section 1. Implementation of Address Verification Plan

(a) The School Board and the Town agree that commencing March 1, 2018 and continuing during the term hereof, the parties hereto shall implement the Town of Bay Harbor Islands Address Verification Plan ("the Plan") in accordance with School Board Policy 5112 for school year ending June 30, 2019, as set forth in Exhibit "A" hereto. Any amendments to the Plan must be agreed to in writing by the parties hereto. This Agreement shall automatically renew for the 2018-2019 school year. The funding amounts shall be finalized ninety days prior to the commencing of the school year.

(b) The School Board agrees to administer the Plan commencing on March 1, 2018 at the school. The address verification program will only apply to the new students entering the school in each of the years outlined herein this agreement.

(c) Throughout the 2017-2018 school year and at least 30 days before the commencement of the 2018-2019 school year, the School Board shall provide the Town the number students enrolled in the school broken down by the aggregate number of students by grade level living inside and outside the boundary, and number of **approved** out of boundary students. The School Board shall provide monthly written reports to the Town regarding the progress and results of the implementation of the Plan. The report shall break down the data for the school on attendance boundary. The parties agree such reports and the activities related to this Agreement shall comply with the Federal Education Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, and the Florida Education Code and School Board Policies and Procedures. The parties hereto hereby acknowledge and agree that student data will not be provided to the Town.

1. The written reports shall include the following information, if applicable:
 - a. Number of letters mailed to students enrolled
 - b. Number of letters returned after mailing
 - c. Number of students residing outside the boundaries
 - d. Number of transfer students
 - e. Number of students transferred to their home school

f. Number of students granted an exemption

(d) The parties hereto hereby acknowledge and agree that the children of active military personnel assigned to the Department of the Army, United States Southern Command who attend Miami-Dade County public school shall have equal priority, for enrollment purposes, with the students that reside in the attendance boundaries of the school. t.

(e) For the purpose of this Agreement, the term residence and/or address mean the home location where the student and a parent (if applicable) are primarily living. Parents is defined as either or both biological or adoptive parent(s) of the student, the student's legal guardian, a person in a parental relationship to the student, or a person exercising supervisory authority over the student in place of the parent, pursuant to Section 1000.21(5), Florida Statutes.

(f) For the purpose of this Agreement, obtaining a temporary address within the boundary of the school shall not be considered a valid residency, unless the student demonstrates that the address is his or her primary address. Primary residence and/or address means the home in which the student and a parent (if applicable) lives most of the time.

(g) Address Verification letters shall be mailed to students by certified mail at the expense of the Town.

Section 2. Funding

(a) The Parties hereto agree that School Board utilize the Lexis Nexis Program for address verification purposes the Town shall reimburse the School Board for all expenses related the utilization of the Program. The School Board shall obtain consent from the Parents/Guardians prior to conducting a search. All results obtained based on a search conducted utilizing the program must be verified prior to taking further action.

(b) The parties hereto agree that the School Board shall have no financial obligation or liability in connection with the Plan. If the Town Council fails to allocate Adequate Funding for the Plan in any given fiscal year, the School Board shall have no obligation to carry out the Plan.

Section 3. Resolution of Disputes

If the parties to this Agreement are unable to resolve any issue in which there may be a disagreement covered in or concerning their respective rights, duties or responsibilities under this Agreement, the parties will employ dispute resolution procedures pursuant to Chapter 164 or Chapter 186, Florida Statutes, as amended from time to time, or any other

mutually acceptable means of alternative dispute resolution. Each party shall bear their own attorney's fees and costs.

Section 4. Effective Date and Term

This Agreement shall become effective upon execution by the School Board and the Town, ("Effective Date"), and shall remain in full force and effect for the duration of this agreement terminating on June 30, 2019. This Agreement may be cancelled by either party provided that sixty (60) days' notice is provided. The School Board may terminate this agreement with thirty (30) days' notice if the Town fails to provide Funding. This Agreement may be extended upon the mutual consent of the parties to this Agreement for an additional two (2) school years, on the same terms and conditions as provided herein, provided that the party seeking an extension gives written notice to the other parties of such intent to extend no later than ninety (90) days prior to the expiration of the then current term, and the other parties agree in writing to such extension. The Town's financial obligation shall end upon the termination of this Agreement. If the Town is required to make a lump sum payment to cover its financial obligation, the Town is entitled to a refund if Agreement is terminated prior to the end of school year 2018-2019. The funding for renewal periods shall be finalized ninety (90) days prior to commencement of school year.

Section 5. Severability

If any item or provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

Section 6. Notice and General Condition

All notices which may be given pursuant to this Agreement, except notices for meetings provided for elsewhere in this Agreement, shall be in writing and shall be delivered by personal service or by certified mail return receipt requested addressed to the parties at their respective addresses indicated below or as the same may be changed in writing from time to time. Such notice shall be deemed given on the day on which personally served, or if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

Ronald J. Wasson
Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
Phone: 305-866-6241
Fax: 305-866-4863

cc: Craig Sherman
Town Attorney
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL. 33154
Phone: 305-866-6241
Fax: 305-866-4863

Superintendent
The School Board of Miami-Dade County, Florida
1450 N.E. 2nd Avenue, Room 912
Miami, Florida 33132

Copy to:
School Board Attorney
1450 N.E. 2nd Avenue, Room 430
Miami, Florida 33132
Phone: 305-995-1304
Fax: 305-995-1412

Title and Paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

Section 7. Merger Clause

This Agreement, together with the Exhibits hereto, sets forth the entire agreement between the parties and there are no promises or understandings other than those stated therein. It is further agreed that no modification, amendment or alteration of this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herein. The Exhibits to this Agreement will be deemed to be incorporated by reference as though set forth in full herein. In the event of a conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits, then this Agreement will prevail.

Section 8. Counterparts Clause

This Agreement may be executed in counterparts and facsimiles shall constitute best evidence for all purposes.

Section 9. Most Favored Nation

Should the School Board enter into an agreement with another municipality, similar in nature to this Agreement, which provides more beneficial terms than those agreed to herein, the School Board shall offer the same terms to the Town.

Section 10. Assignment

Neither party hereto may assign this agreement without the prior written consent of the other party hereto.

Section 11. Governing Law; Compliance with Laws

This Agreement will be interpreted and enforced in accordance with Florida law. The Parties agree that they shall comply with all applicable laws, ordinances and codes of all applicable governmental authorities. To the extent this Agreement conflicts with said laws, rules, ordinances or codes, said laws, rules, ordinances and codes shall prevail.

Section 12. Indemnification

Subject to the limitations of Florida Statute 768.28, the School Board agrees to indemnify and hold harmless the Town from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the School Board arising out of or in connection with the provisions of this agreement.

Subject to the limitations of Florida Statute 768.28, the Town agrees to indemnify and hold harmless the School Board from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the Town arising out of or in connection with the provisions of this agreement.

Section 13. Enforcement of Agreement; Venue

In the event that either Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that each Party shall be responsible for all fees and costs incurred by such Party, including attorneys' fees and costs, of trial, alternate dispute resolutions, or appellate proceedings. Venue shall be in Miami-Dade County, Florida.

Section 14. No Third Party Beneficiaries

This Agreement is solely for the benefit of the Board and the Town 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 Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Board and The Town any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Board and the Town, and their respective representatives, successors, and assigns.

IN WITNESS WHEREOF, this Program Grant Agreement for Town of Bay Harbor Islands Address Verification Plan has been executed by and on behalf of the Town of Bay Harbor Islands and the School Board of Miami-Dade County, Florida, on this _____ day of _____, 2017.

The School Board of Miami-Dade County, Florida

By: _____
Alberto M. Carvalho
Superintendent of Schools

Date: _____

TO THE SCHOOL BOARD

Approved as to form and legal sufficiency:

School Board Attorney

PROGRAM GRANT AGREEMENT
FOR
TOWN OF BAY HARBOR ISLANDS ADDRESS VERIFICATION PLAN

By: _____
Jordan W. Leonard
MAYOR

ATTEST:

Marlene M. Siegel, TOWN CLERK

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE BENEFIT OF THE TOWN OF BAY HARBOR ISLANDS**

TOWN ATTORNEY

EXHIBIT “A”

Town of Bay Harbor Islands Address Verification Plan

Pursuant to School Board Policy 5112, the School Board shall verify the residence of all students enrolled at the Ruth Broad/Bay Harbor K-8 Center except teachers’ children, approved transfers, or Town employees approved pursuant to School Board Policy 5120.

Verification Letters

The School Board shall verify the students residences by sending a letter similar to the letter attached to Exhibit “A” to all the students enrolled at the school during the school year. The letter shall request information to verify residency pursuant to School Board Policy 5112. Response to the letter shall be due no later than 30 days from date of mailing. The verification letters shall be mailed to the residence of the students no later than the first week of school. If the content of the attached letter is revised substantially, the School Board shall provide a copy to the Town before mailing. The letter shall be mailed by certified mail to the students at the expense of the Town.

Review of Verification Documents

The School Board shall review all verification documents provided to determine if students are properly assigned to the school. Post Office boxes, private mail box addresses or commercial establishment addresses are not valid to prove residency. If a student provides a post office box, private mail box address or commercial establishment address, the proper verification documentation shall be requested. .

Investigation of Residency

The School Board shall investigate situations where there is a reasonable suspicion that the student is not residing within the attendance boundary of the school. Such a reasonable suspicion may be prompted by return of verification letters mailed to students, unique feeder patterns based upon previous school attendance, search of property appraiser records, or other information provided by the Town. Reasonable suspicion shall not be based on actual or perceived race, color, religion, national origin, or immigration status. The School Board shall verify addresses by telephone calls to Parents /Guardians or house visits. The telephone calls or house visits shall commence no later than two (2) weeks from the deadline to respond to the verification letter. The Lead Person on as needed basis may utilize a School Resource Officer to conduct house visit to gain access to multi-family buildings.

Withdrawal of Violators

If the student is not in the properly zoned school the School Board shall follow District protocol to withdraw the student and refer back to home school. Each transfer request will be reviewed on a case by case basis and the determination will be based on the hardship and in the best interest of the student.

*****Sample School Letter*****
*****To be placed on individual school Letterhead*****

Date: _____

Dear Parent:

In a joint effort between the Town of Bay Harbor Islands and The School Board of Miami-Dade County, Florida, Ruth Broad/Bay Harbor K-8 Center is now conducting address verification meetings for each of the students enrolled at the school. It is imperative that you adhere to the schedule below and come to school with the required documents. Failure to comply with this request will place your child's enrollment at the school in jeopardy.

You have been scheduled for address verification during the week of _____

Please bring the following **original** and **current** documents to Ruth Broad/Bay Harbor K-8 Center office between 11:00 a.m. – 4:00 p.m. any day during this week.

- The most current FPL bill for residence with your name
- Lease/Deed or Rental Agreement
- Letter from home owner's association or leasing office

Your documents will be reviewed and copied by the address verification designee. If the appropriate documents verifying your address are not provided, your child may be withdrawn from this school.

Documents will not be accepted from students. If you have any questions, please contact _____ at (305) insert number.

Thank you for your continued support and understanding concerning this matter.

Sincerely,

Principal

AGENDA ITEM REPORT

November 20, 2017

ITEM NUMBER: 2.

ITEM: Consideration and Approval of award of contract BHI-149 to Graphplex Signs in the amount of \$28,875.00 to fabricate and install the new "Shepard Broad Causeway" ICW Bridge signs. Enclosed is a copy of the bid received and supporting documents.

DESCRIPTION:

The Town Clerk's office advertised the Requests for Proposals for BC-149 for the fabrication and installation of two (2) 20" long X 4" high X 5" deep, "Shepard Broad Causeway" ICW Bridge signs. The signs will be mounted on the north & south facades of the ICW Bridge.

On November 9th, 2017, the Town Clerk's Office opened the sealed bid received by Graphplex Signs in the amount of \$28,875. This was the only bid received for this project.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

The Shepard Broad Foundation has awarded a grant in the amount of \$30,000 to be used toward the new Shepard Broad Causeway signage project and the Town has already received the funds.

BUDGET IMPACT:

Submitted By: Alba Chang, Deputy Town Clerk
Ronald Wasson, Town Manager

ATTACHMENTS

1.	SBC Bridge Signs	BC-149 - SBC Bridge Signs.pdf
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TOWN OF BAY HARBOR ISLANDS, FLORIDA REQUEST FOR PROPOSAL

BC-149: FABRICATE & INSTALL NEW "SHEPARD BROAD CAUSEWAY"

ICW BRIDGE SIGNS

Sealed Bids to **FABRICATE & INSTALL NEW "SHEPARD BROAD CAUSEWAY" ICW BRIDGE SIGNS (Contract No. BC-149)** must be received by the Town Clerk, Town of Bay Harbor Islands, 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154, **by 2:30 PM on November 8, 2017** at which time the bids will be publicly opened and read aloud. All bids shall be clearly marked: **'BC-149: FABRICATE & INSTALL NEW "SHEPARD BROAD CAUSEWAY" ICW BRIDGE SIGNS.'**

The Town of Bay Harbor Islands, located in Miami-Dade County, Florida is requesting proposals for the fabrication of two (2) new "Shepard Broad Causeway" signs to be mounted on the north & south faces of the ICW Bridge Structure.

- Sign specifications:
 - Deep fabricated aluminum bridge signs with pierced aluminum faces and acrylic LED lit letters, with white LED's.
 - Dimensions of sign: 20' long x 4.5' high x 8" deep
 - Sign must have power supply access panels on the top edge of the sign box.
 - Sign is to be supplied with a 7" electrical whip for hook up to the existing power supply.
- Mounting specifications: Sign is to be mounted to the bridge structure per the structural engineer's specifications.

All proposals must be from **qualified vendors, in business a minimum of 5-years experience, with experience manufacturing and installing signs over water, preferably on bridge structures.** Please supply a current client list, photos of product, and examples of similar installations, with a realistic timeline to complete the manufacturing/production and installation of the signs.

Bid must include the sum total cost for the fabrication and installation of the signs excluding permitting.

Further questions may be directed to the J.C. Jimenez, Assistant Town Manager at jcjimenez@bayharborislands-fl.gov. The Town of Bay Harbor Islands reserves the right to waive any irregularities and to reject any and all bids.

Bay Harbor Islands is a vibrant, affluent community of approximately 6,200 residents located on two islands in northern Biscayne Bay. The Town connects to the barrier island at Bal Harbour Village and the Town of Surfside to the east and to the mainland city of North Miami at 125th Street by a series of 4 bridges maintained by the Town of Bay Harbor Islands. Bay Harbor Islands is exceptionally beautiful and offers one of the safest communities in Florida to live and work.

Town of Bay Harbor Islands, Florida
Marlene Siegel, Town Clerk

Town of Bay Harbor Islands

Wednesday, November 8, 2017 @ 2:00 PM

BID CLOSING

BHI-149 Fabricate & Install new "Shepard Broad Causeway"

ICW Bridge Signs

1.		Bid Bond	Bid Amount \$
Company Name Contractor Name Address/ Phone #	Graphplex Signs	/	\$28,875.00
	2830 N. 28 Terrace		
	Hollywood, Fl. 33020		

2.			
Company Name Contractor Name Address/ Phone #			

3.			
Company Name Contractor Name Address/ Phone #			

4.			
Company Name Contractor Name Address/ Phone #			

Town of Bay Harbor Islands

BID CLOSING – SIGN IN SHEET

Wednesday, November 8, 2017 @ 2:³⁰00PM

**BHI-149 Fabricate & Install new
“Shepard Broad Causeway” ICW Bridge Signs**

NAME/COMPANY	MAILING ADDRESS	PHONE NUMBER AND FAX NUMBER	EMAIL
Marlene Siegel Town Clerk Town of BHI	9665 Bay Harbor Terrace, BHI, FL	305-866-6241	Msiegel@bayharborislands- fl.gov
Alba Chang Deputy Town Clerk Town of BHI	9665 Bay Harbor Terrace, BHI, FL	305-866-6241	achang@bayharborislands- fl.gov



GRAPHPLEX SIGNS

2830 North 28th Terrace
Hollywood, FL 33020

Date	Proposal #
10/19/2017	28655

State License: EC13004975

Town of Bay Harbor Islands
Attn: Ron Wasson
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

New Bridge Signs

GraphPlex signs will fabricate and install TWO 20" long x 4" high x 5" deep fabricated aluminum bridge signs with pierced aluminum faces and acrylic letters and line. Sign to have "White Led's" with access panels for the power supplies at the top of the sign for service. Signs to be bolted to bridge structure per engineered drawing. Signs to be supplied with 7" electric whip for electric hook up to existing power.

28,875.00

PLUS ALL PERMITTING COSTS, ENGINEERED DRAWINGS, PERMIT, ECT.

Thank you for providing GraphPlex the opportunity to produce your signs.

TERMS: 50% Deposit / Balance NET 30

TIMING: Approximately SIX to EIGHT weeks after permit approval.

NOTES:

All credit card payments will be charged an additional 3% convenience fee.

Phone #	Fax #	Subtotal	\$28,875.00
9549200905	954-239-6872		
E-mail	Web Site	Sales Tax (6.0%)	\$0.00
jack@graphplex.com	www.graphplex.com	Total	\$28,875.00



GRAPHPLEX SIGNS

DEPOSIT INVOICE

2830 North 28th Terrace
954.920.0905
Hollywood, FL 33020

Date	Invoice #
7/5/2017	28221DI

State License: EC13004975

Town of Bay Harbor Islands
Attn: J.C. Jimenez
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

Reference: New Bridge Signs

Fabricate and install:

20' LONG X 54" HIGH X 8" DEEP FABRICATED ALUMINUM BRIDGE SIGNS WITH PIERCED ALUMINUM FACES AND ACRYLIC LETTERS LINE. SIGN TO HAVE " WHITE LED'S " WITH POWER SUPPLY ACCESS PANELS ON TOP EDGE OF SIGN BOX. SIGN TO BE MOUNTED TO BRIDGE STRUCTURE PER STRUCTURAL ENGINEERED SPECIFICATIONS. SIGN TO BE SUPPLIED WITH 7' ELECTRICAL WHIP FOR HOOK UP TO EXISTING POWER SUPPLIED BY BHI.

Total Cost of Job EXCLUDING permitting will be \$ 28,875.00

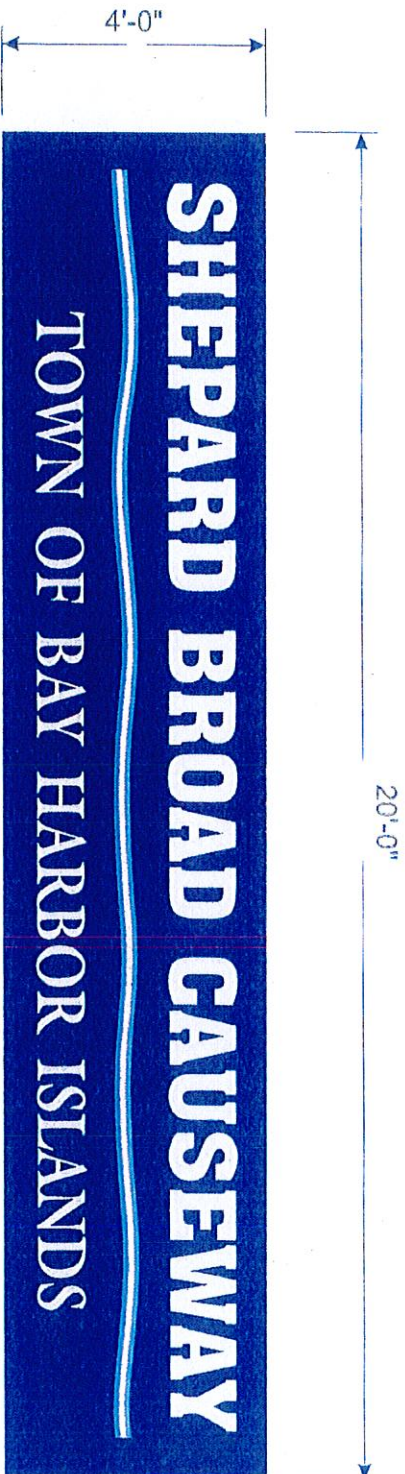
At the bottom of this invoice is the amount to pay for the 50% deposit.

14,437.50

Phone #
9549200905
E-mail
jack@graphplex.com

Fax #
954-239-6872
Web Site
www.graphplex.com

Subtotal	\$14,437.50
Sales Tax (6.0%)	\$0.00
Pay This Amount	\$14,437.50



A Bridge Sign
 Scale: 3/8" = 1'-0"

 GRAPHPLEX S I G N S Sign Design & Manufacture 954.549.5566 www.graphplex.com		CLIENT: Shepard Broad PROJECT: Causeway Sign ADDRESS:		DATE: 7/9/2015 (edits 7/15/2015, 7/17/2015) 10/19/2016 (11/30/2016 J.A.)	DRAWN BY: Val / Jermaine A.
		FILENAME: Bay Harbor Islands/ Shepard Broad Causeway Bridge Sign 2.cdr		SALES: Bob	

THIS ORIGINAL DRAWING (OR COPY) IS FOR YOUR CONSIDERATION FOR A PROJECT WE ARE PROPOSING FOR YOU. IT IS NOT TO BE COPIED (IN FULL OR PART) OR EXHIBITED TO ANYONE OUTSIDE YOUR ORGANIZATION WITHOUT WRITTEN PERMISSION FROM GRAPHPLEX SIGNS.



A Bridge Sign
 Scale: 1/8" = 1'-0"



GRAPHPLEX
 SIGNS
 Sign Design & Manufacture

954.549.5566
 www.graphplex.com

CLIENT: Shepard Broad
 PROJECT: Causeway Sign
 ADDRESS:

DATE: 07/05/2017

DRAWN BY: Val - TL

FILENAME: Bay Harbor Islands/
 Shepard Broad Causeway Bridge Sign.cdr

SALES: Bob

THIS ORIGINAL DRAWING (OR COPY) IS FOR YOUR CONSIDERATION FOR A PROJECT WE ARE PROPOSING FOR YOU. IT IS NOT TO BE COPIED (IN FULL OR PART) OR EXHIBITED TO ANYONE OUTSIDE YOUR ORGANIZATION WITHOUT WRITTEN PERMISSION FROM GRAPHPLEX SIGNS.



11/30/16

TO: TOWN OF BAY HARBOR ISLANDS
ATTN: RON WASSON
REF: NEW BRIDGE SIGNS

GRAPHPLEX SIGNS WILL FABRICATE AND INSTALL THE FOLLOWING.

2 - 20' LONG X 4' HIGH X ^{5"}8" DEEP FABRICATED ALUMINUM BRIDGE SIGNS
WITH PIERCED ALUMINUM FACES AND ACRYLIC LETTERS & LINE. SIGN
TO HAVE " WHITE LED'S " WITH ACCESS PANELS FOR THE POWER
SUPPLIES AT THE TOP OF SIGN FOR SERVICE. SIGNS TO BE
BOLTED TO BRIDGE STRUCTURE PER ENGINEERED DRAWING. SIGNS
TO BE SUPPLIED WITH 7' ELECTRIC WHIP FOR ELECTRIC HOOK UP TO
EXISTING POWER.

COST.....\$ 28,875.00
PLUS ALL PERMITTING COSTS, ENGINEERED DRAWINGS, PERMIT, ECT.

TERMS: 50% DEPOSIT / BALANCE NET 30 DAYS
DELIVERY: 6 TO 8 WEEKS AFTER PERMIT APPROVAL

THANK YOU,

BOB WEBSTER, GRAPHPLEX SIGNS

APPROVED; _____ .. DATE: _____
TOWN OF BAY HARBOR ISLANDS

2830 North 28th Terrace, Hollywood, FL 33020
954.296.0198 F: 954.920.0906 bob@graphplex.com
www.graphplex.com State License: EC13004975



October 3, 2017

Mr. Ronald Wasson, Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
P.O. Box 546620
Bay Harbor Islands, FL 33154

Dear Ron:

The Shepard Broad Foundation, Inc. is pleased to enclose a check in the amount of \$30,000 for the new Shepard Broad Causeway signage, a project of the Town of Bay Harbor Islands. Thank you for your fine stewardship of this project. This grant is subject to the terms set forth in the attached Grant Terms and Conditions and, by cashing the grant check, you are indicating that you agree to its terms.

Please send any receipts, grant confirmations or other correspondence regarding this contribution, to the fax number or mailing address specified below.

The Shepard Broad Foundation, Inc. wishes you and your organization every success in your important work. If you have any questions concerning this grant agreement, please contact Foundation Source, the administrator for The Shepard Broad Foundation, Inc., at 1-800-839-1754.

Sincerely,

Debby

Deborah Bussel
President

Address for expressions of your organization's appreciation of this grant	Fax number for grant receipts and confirmations
Shepard Broad Foundation c/o The Shepard Broad Foundation, Inc. 801 Brickell Avenue, Suite 2350 Miami, FL 33131	Fax: (203) 549-0835

THE SHEPARD BROAD FOUNDATION, INC.
GRANT TERMS AND CONDITIONS

Grant Amount: \$30,000.00

Grant Recipient: Town of Bay Harbor Islands (the "Grantee")

- a. **Tax-Exempt Status of the Grantee:** The Grantee is an exempt governmental unit treated as a public organization under Internal Revenue Code Section 509(a)(1).
- b. **Grant Purpose and Expenditure of Funds:** The Grantee agrees to apply the grant funds exclusively toward the new Shepard Broad Causeway signage project, which is administered by the Grantee. The grant funds are not to be used for any other purpose without the Foundation's prior approval in writing. However, if such use would require the Grantee to distribute the grant funds without the Grantee's discretion to another entity or individual, this grant will be deemed general and unrestricted with a non-binding recommendation that the grant funds be used for the specified purpose. The Grantee further agrees to use the grant proceeds only for educational, scientific, literary, religious or other charitable purposes consistent with the Grantee's above described tax-exempt status. The Grantee will not use any of the grant funds to influence any legislation or the outcome of any election, to conduct a voter registration drive, or to pay the overhead expenses attributed to any such activities. Additionally, the Grantee will not use any of the grant funds to satisfy a charitable pledge or obligation of any person or organization other than the Foundation, or to provide any tangible economic benefit to any Foundation manager or substantial contributor or their respective family members.
- c. **Return of Grant Funds:** The Grantee agrees to return any grant funds not expended for the purposes described above to the Foundation, c/o Foundation Source at 55 Walls Drive, Suite 302, Fairfield, CT 06824-5163. The rules governing private foundations also require the Grantee to return the enclosed grant if the Grantee is no longer recognized by the Internal Revenue Service as having the above described tax-exempt status.
- d. **Foundation Connection:** If the Foundation, alone or together with its officers, directors, trustees, substantial contributors, and the family members of the foregoing individuals, "controls" the Grantee, the grant may be subject to additional terms or rescission. Here, the term "control" means the ability to require the Grantee to make or refrain from making an expenditure. If this is the case, the Grantee may not expend any of the grant funds and must notify Foundation Source immediately. Additional conditions may apply, and it may be necessary for the Grantee to return the grant funds.
- e. **Other Terms:** These Grant Terms and Conditions encompass the entire agreement between the Foundation and the Grantee, and supersede all previous understandings and agreements between the Foundation and the Grantee, whether oral or written. This grant is subject to these Grant Terms and Conditions; by cashing the grant check the Grantee indicates its agreement to these terms. The term "Foundation" means the foundation making this grant.

The Shepard Broad Foundation, Inc.

Foundation Source, Administrator 140717

Reference No.	Description	Date	Amount
283685	Grant		30,000.00
Check Date	Check No.	Payee	Check Amount
10/03/2017	140717	TOWN OF BAY HARBOR ISLANDS	\$30,000.00

The Shepard Broad Foundation, Inc.
 Foundation Source, Administrator
 501 Siverside Road, Suite 123
 Wilmington, DE 19809
 (800) 839-1754

STERLING NATIONAL BANK
 500 WESTCHESTER AVENUE
 PORT CHESTER, NY 10573
 50-7044/2219

140717
10/03/2017

PAY ***Thirty Thousand Dollars And 00 Cents*******

\$30,000.00

VOID AFTER 180 DAYS

To The **TOWN OF BAY HARBOR ISLANDS**
 Order Of: Attn: Mr. Ronald Wasson, Town Manager
 9665 BAY HARBOR TERRACE
 P.O. BOX 546620
 BAY HARBOR ISLANDS, FL 33154

Susan Calzone
 Susan Calzone

Memo:

11140717 22197043 3310001201