

Facilities Planning and Construction
Paul J. Phillips, Chief Financial Officer

SUBJECT: AUTHORIZATION TO EXECUTE A LEASE AGREEMENT WITH THE CITY OF MIAMI BEACH FOR THE USE OF FLAMINGO PARK BY MIAMI BEACH SENIOR HIGH SCHOOL

Miami Beach Senior High School uses the City of Miami Beach (City) Flamingo Park baseball facilities for its home games as well as team practice (see attached location map). The City provides all routine field and lighting maintenance throughout the baseball season using its staff and equipment, and prepares the field for play prior to each game. For many years, these facilities were made available to the District at no cost. However, due to rising expenses, the City approached the District several years ago with a request that an agreement be entered into to allow the District to reimburse the City for the actual cost of maintaining the baseball facilities for school use, and discussions have been ongoing. The District currently has a number of similar agreements with other municipalities to provide for reimbursement of actual expenses created as a result of school use of park facilities.

In addition to reimbursement of maintenance expenses for the 1999-2000 school year, the City initially requested payment for the 1997-98 and 1998-99 school years. After opposition by District staff, the City has suggested that it would be appropriate for the City and District to equally share the maintenance costs attributed to District use, for the 1997-98 and 1998-99 school years, which would result in each party being responsible for \$10,075.

Pursuant to negotiating procedures, a Management Team meeting was held on June 19, 2000 for direction on negotiating strategies and parameters. Based on this direction, terms and conditions of the proposed lease are as follows:

- five-year term, with five additional five-year option periods, at the mutual option of the City and Board. However, should the City choose not to renew the agreement, it shall notify the Board in writing at least one-year prior to the expiration of the then current term;
- the school may use the facilities a maximum of 118 days per year (100 practice days, 5 day games and 13 night games). Hours of use for practice days shall be approximately from 3:00 p.m. to 6:30 p.m., and game days shall be from one and one-half hours before the game to one hour after the game;
- the District may request use of the facilities beyond the 118 days stipulated in the agreement. In the event of City approval for this additional use, the District shall be responsible for extra maintenance or other costs incurred by the City as a result of additional school use of the

facilities;

- payment of \$10,682.92 as reimbursement for the District's share of the annual maintenance cost of the baseball facilities for the 1999-2000 baseball season, with the cost to increase by four percent per year for each remaining year of the five-year base term, or any option period;
- payment of an additional \$10,075, as full compensation of one-half of the District's share of maintenance costs for the 1997-1998 and 1998-99 baseball seasons, in three equal annual payments of \$3,358.33, payable at the time of the annual lease payment, and commencing with the 1999-2000 lease payment;
- prior to each five-year option period, the District and City will review the then current annual maintenance cost and mutually approve and establish a new base year payment amount for the first year of the option period;
- the City shall be responsible for utilities, and all repair and maintenance of the baseball facility, other than damage caused exclusively by the District during its period of use;
- the City and Board shall indemnify and hold each other harmless to the extent of the limitations included within Section 768.28, Florida Statutes;
- in addition to either default or damage and destruction, either party may cancel the agreement at any time by giving one year advance written notice; and
- the Superintendent shall be the party designated by the Board to grant or deny all approvals required by this lease, or to cancel this lease.

The proposed lease has been reviewed by the School Board Attorney's Office and by the Office of Risk and Benefits Management. The school principal, Region Superintendent for Region II, and Deputy Superintendent of School Operations recommend approval of this agreement.

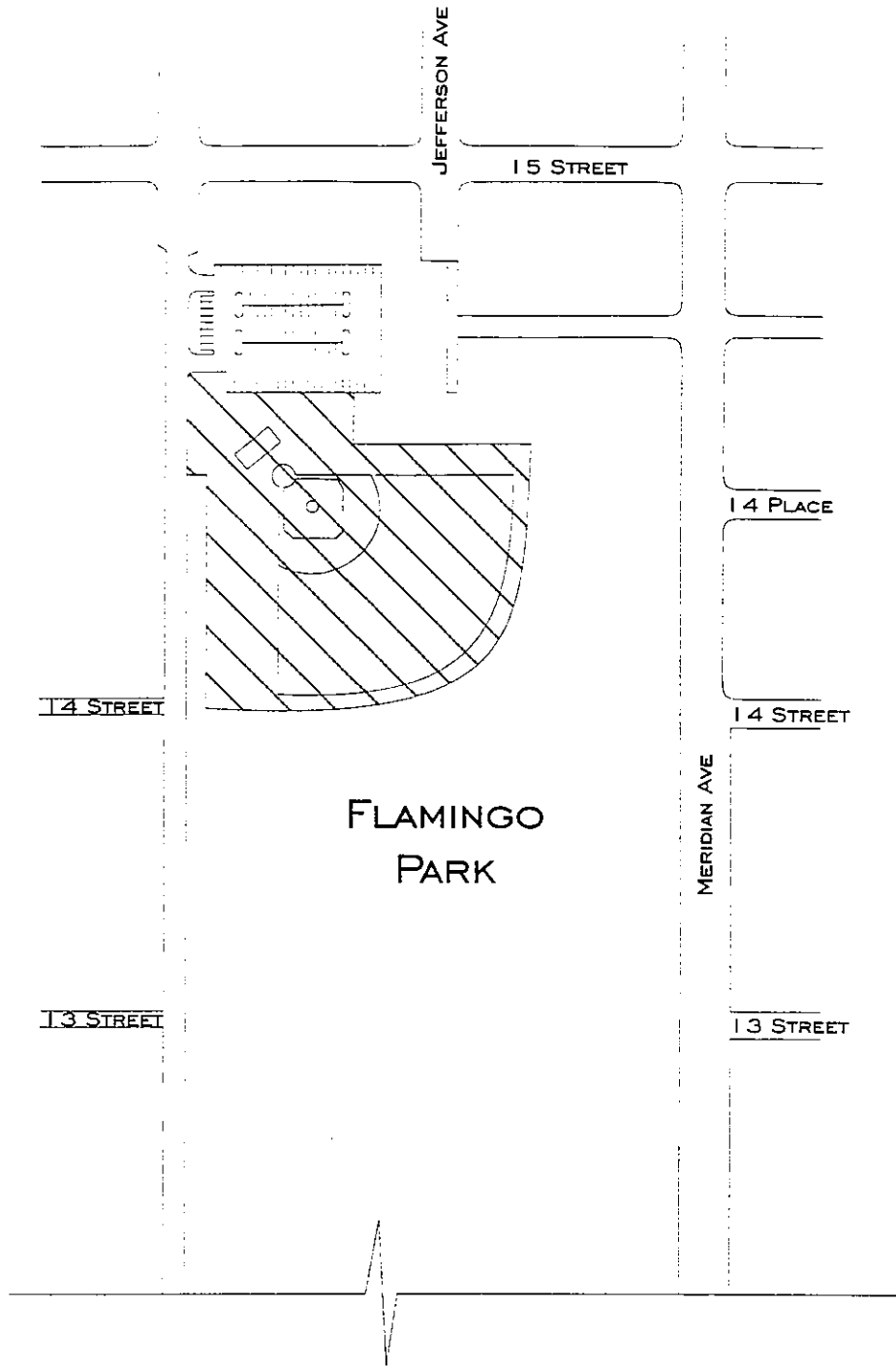
A copy of the proposed lease will be placed on file in the Citizen Information Center and the Recording Secretary's Office.

RECOMMENDED:

That The School Board of Miami-Dade County, Florida, authorize the Superintendent or his designee to execute a lease agreement with the City of Miami Beach for the use of Flamingo Park by Miami Beach Senior High School, at a rate of \$10,682.92 for 1999-2000, and an additional total amount of \$10,075 as full compensation for the 1997-98 and 1998-1999 baseball seasons, in three equal payments of \$3,358.33, payable at the time of the annual lease payment, and commencing with the 1999-2000 lease payment, and under the terms and conditions set forth above.

MAL:slr

LOCATION MAP



LEGEND

	FLAMINGO PARK BASEBALL STADIUM
---	-----------------------------------