

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

**SUBJECT: AUTHORIZATION TO EXECUTE A LEASE AGREEMENT WITH MIAMI-
DADE COUNTY FOR USE OF THE PLAYFIELD AREA AT MIAMI
DOUGLAS MACARTHUR SOUTH SENIOR HIGH SCHOOL**

Since May 1985, the Board has leased approximately 12 acres of the playfield area at Miami Douglas MacArthur South Senior High School located north of S.W. 80 Terrace to Miami-Dade County (County), for use for public recreational purposes in conjunction with the adjacent County-owned Kendall Indian Hammocks Park (see Exhibit "A").

The County has now approached the District with a request to use additional Board-owned land to support increased community demand for youth soccer league activities. In addition to the portion of playfield currently leased north of S.W. 80 Terrace, the County is proposing to use approximately five acres of Board-owned land to the west of the main school building and approximately two acres of Board-owned land to the east of the main school building (see Exhibit "A"). The total amount of Board-owned land to be utilized by the County would be approximately 19 acres. In order to address school operational and security issues and accommodate increased County park use, the County proposes to make a number of improvements to the playfield, at its sole cost and expense, including construction of parking lots, baseball fields, soccer fields, restroom facilities and fencing (see Exhibit "B"). All work will be done by the County, and will conform to District construction and safety criteria. The school will have use of all recreational facilities for recreational or educational purposes as required, at no cost to the District. No physical improvements requiring the use of District funds are necessary as a result of the proposed Board action.

Pursuant to negotiating procedures, a Management Team meeting was held on October 23, 2000, for direction on negotiating strategies and parameters. Based on this direction, staff has negotiated a new lease agreement with the County, that includes the following terms and conditions:

- a 20 year term with two five-year renewal option periods, at the Board's sole option;
- rent shall be \$1.00 per year;
- either party shall have the right to cancel the lease agreement at any time by giving the other party 90 days prior written notice;
- the District and County shall indemnify and hold each other harmless, to the extent of the limitations included within Florida Statutes, from all liability which may arise as a result of their use of the leased lands;

- the District, at its sole option, may use some or all of the leased area during regular school hours on regular school days for recreational or educational programs. In the event the District intends to use the leased area for summer school, a before or after school program, or for any other special activity, the District must notify the County at least six weeks prior to the initiation of this use;
- the County shall have full control and use of the leased area at all other times;
- the County shall construct certain improvements to the leased area, consisting primarily of two parking lots, two lighted soccer fields, and a restroom/concession/storage building on the west playfield; resurfacing the existing basketball courts, augmenting the fence and adding field lighting on the east playfield; and constructing a restroom/concession/storage building and an additional lighted baseball field on the north playfield. All work shall be completed in conformance with the construction schedule itemized in Exhibit "B", failing which the Board, at its option, may place the County in default under the lease agreement;
- the County may construct additional recreational improvements not itemized in Exhibit "B", subject to District approval;
- the District, at its sole option, may construct recreational or educational facilities on the leased land at such time as the District determines such a need;
- the County shall pay all utility service charges and other fees, including any special assessments assessed against the leased land;
- the County shall be responsible for all maintenance and upkeep of the leased area and recreational improvements, other than for janitorial services and litter pick up required as a result of District use of the leased area;
- upon the termination, cancellation or expiration of the lease agreement, the District shall elect, at its sole option, to retain ownership of all improvements constructed by the County on the school playfield or require the County to remove them; and
- the Superintendent shall be the party designated by the Board to grant or deny all approvals required by this lease agreement, to modify the County construction schedule, or to cancel this lease agreement.

The proposed lease agreement has been reviewed by the School Board Attorney's Office and the Office of Risk and Benefits Management. The principal of Miami Douglas MacArthur South Senior High School; Associate Superintendent of the Bureau of Adult/Vocational, Alternative and Dropout Prevention Programs; and Deputy Superintendent of Education recommend approval of the lease agreement.

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

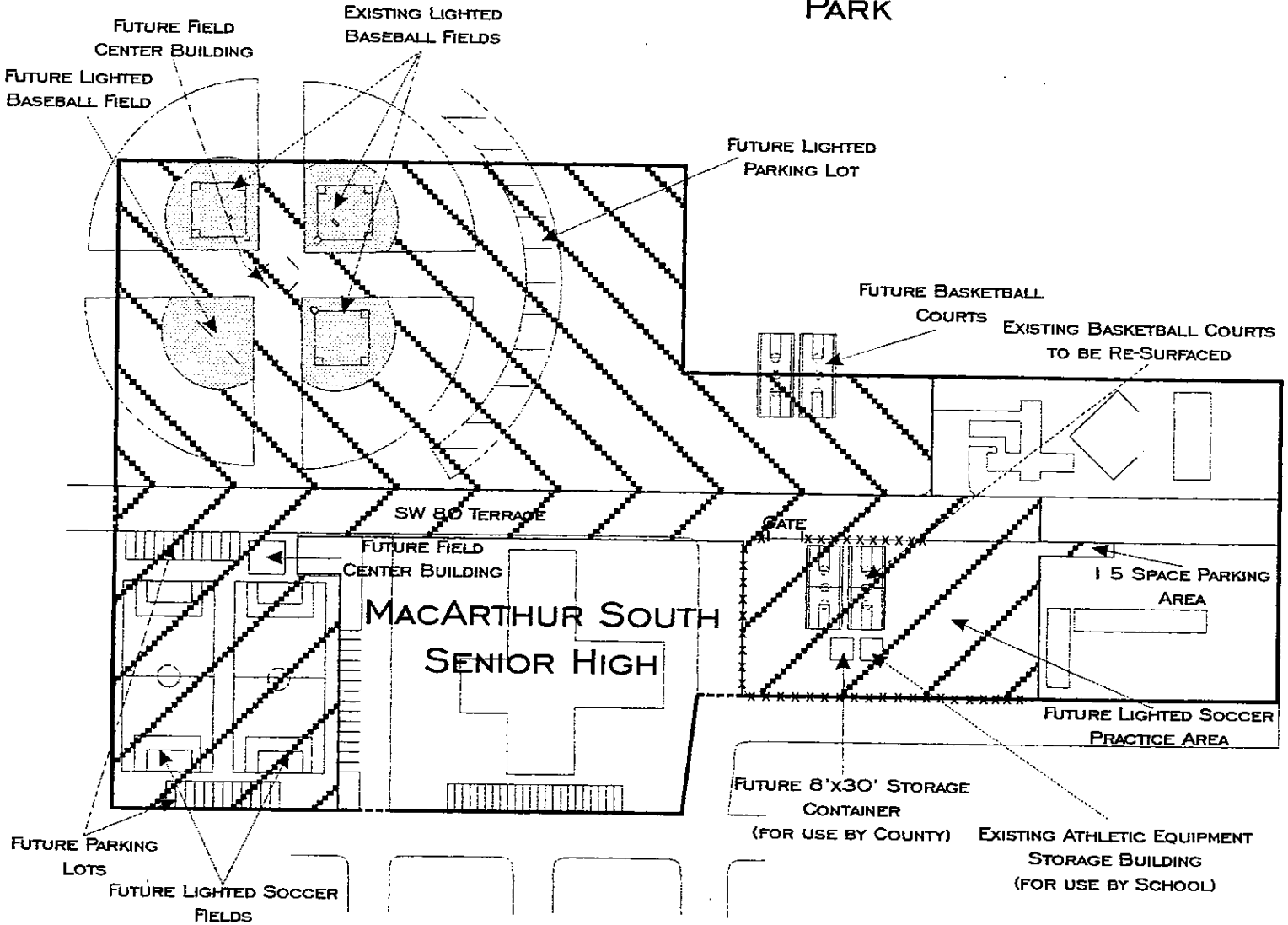
RECOMMENDED:

That The School Board of Miami-Dade County, Florida, authorize the Superintendent or his designee to execute a lease agreement with Miami-Dade County, for use of the playfield area at Miami Douglas MacArthur South Senior High School, at an annual rental amount of \$1, and under the terms and conditions set forth above, and cancel the current lease agreement with Miami-Dade County effective with the commencement date of the new lease.

MAL:slr

EXHIBIT "A"

KENDALL INDIAN HAMMOCKS PARK



LEGEND



	EXISTING DEMISED AREA
	PROPOSED ADDITIONAL DEMISED AREA
XXXXXXX	EXISTING FENCE TO BE AUGMENTED AND GATE ADDED



EXHIBIT "B"

The County shall construct the following improvements on the school playfield:

<p>PHASE I - Construction to be completed no later than June 2001</p>		
<p><u>NORTH FIELD:</u></p> <ul style="list-style-type: none"> • portion of lighted parking lot • field center building (restroom/concession/storage) • access controls (fencing, gates) 	<p><u>WEST FIELD:</u></p> <ul style="list-style-type: none"> • two soccer fields (including leveling, grading, sodding) • removal of existing light poles • irrigation system modification/repair • remove concrete pathway • clearing or relocation of shrubs and trees • access controls (fencing, gates), including addition of new pedestrian and vehicle gates • installation of portable 8' x 30' storage container and portable toilet facilities prior to construction of field center building 	<p><u>EAST FIELD:</u></p> <ul style="list-style-type: none"> • enhance/repair fence and install gate • installation of portable 8' x 30' storage container • re-surface/re-stripe existing basketball courts • 15 space parking area
<p>PHASE II - Construction to be completed no later than June 2004</p>		
<p><u>NORTH FIELD:</u></p> <ul style="list-style-type: none"> • balance of lighted parking lot 	<p><u>WEST FIELD:</u></p> <ul style="list-style-type: none"> • lighting for two soccer fields • installation of portable bleachers 	<p><u>EAST FIELD:</u></p> <p>Not Applicable</p>
<p>PHASE III - Construction to be completed no later than June 2007</p>		
<p><u>NORTH FIELD:</u></p> <ul style="list-style-type: none"> • one lighted baseball field • portions of court complex (basketball, tennis) 	<p><u>WEST FIELD:</u></p> <ul style="list-style-type: none"> • two asphalt parking lots • field center building (restroom/concession/storage) 	<p><u>EAST FIELD:</u></p> <ul style="list-style-type: none"> • field lighting