

Business Operations
Facilities Planning
Ana Rijo-Conde, AICP, Administrative Director

SUBJECT: AUTHORIZATION TO EXECUTE JOINT USE AGREEMENTS WITH THE TOWN OF MIAMI LAKES FOR RECREATIONAL FACILITIES AT MIAMI LAKES MIDDLE SCHOOL/MIAMI LAKES PARK AND BARBARA GOLEMAN SENIOR HIGH SCHOOL

COMMITTEE: FACILITIES PLANNING AND CONSTRUCTION

Miami Lakes Middle School/Miami Lakes Park

Since 1971, the Board has leased approximately 18-acres of the Miami Lakes Middle School (Middle School) play field, located at 6425 Miami Lakeway North, to Miami-Dade County (County) for public recreational purposes. In addition, the County owns an adjacent 9-acre parcel of land (see location map), and the two parcels are collectively known as Miami Lakes Park (Park). The Middle School uses the Park during school hours for its recreational program and the County operates the Park at all other times for public use. Terms of the current 99-year lease require the County to provide all Park maintenance and allows the County to construct any improvements reasonably necessary or desirable for park purposes.

The Town of Miami Lakes (Town), as a result of its recent incorporation, will assume ownership of the County-owned portion of the Park at an undetermined time in the near future, at which time the current agreement between the Board and County will terminate. The Town has expressed a desire to enter into a successor agreement with the Board prior to conveyance of the County-owned land to the Town, under similar terms and conditions, to allow continued and uninterrupted use of the Park by the Middle School and community.

Barbara Goleman Senior High School

At its meeting of June 21, 2000, the Board authorized the execution of a Joint Use Agreement with the County for the use of the recreational and parking facilities at the Barbara Goleman Senior High School (High School) campus, located at 14100 N.W. 89 Avenue (see location map). The High School uses the facilities during regular school hours on regular school days, as well as special events and functions, summer school and scheduled after school athletic events or team practices. The County has use at all other times. Additional terms and conditions of the agreement limit County use of the facilities to individuals engaged in informal, self-directed recreational activities, with no organized adult

or youth league programming allowed. The current agreement will also be terminated at an undetermined time in the near future as a result of the Town's incorporation, and the Town is desirous of entering into a successor agreement, under similar terms and conditions.

District staff and Town officials have met on several occasions and have developed new Joint Use Agreements that meet the needs of the Town and both schools. The County has advised that it is desirous of canceling the current lease agreement at the Middle School, and Joint Use Agreement at the High School, concurrent with the commencement dates of the proposed new Joint Use Agreements with the Town. Proposed terms and conditions of the new agreements are as follows:

Joint Use Agreement for Portions of the Miami Lakes Middle School play field and adjacent Town-owned land

- 40-year term, with two five-year option periods at the mutual option of the Board and Town;
- no annual rent;
- the Middle School shall have use of the Park, other than the Club House, tennis courts and batting cages, during regular school hours on regular school days. In addition, the District, at its sole option, shall have use of the Board-owned portion of the Park as required for special school events and functions, intramural sports and summer school;
- the Town will have use of the Park at all other times;
- the Middle School may request use of the Park Club House, with 48 hours advance notice. In that event, the District will be bound by all terms and conditions of the Joint Use Agreement, including supervision and liability;
- the Town may designate other parties, such as an Optimist Club, to utilize the Park, and shall so notify the District in writing within 30-days of the designation. In that event, the Town will be responsible for all use, maintenance, risk management, supervision and other terms of the agreement, as if the Park was utilized by the Town;
- the Town may use the Park from time to time for special Town events and functions after securing approval from the District, such approval not to be unreasonably withheld. The Town shall be responsible for ensuring the area is cleaned and restored as needed to make it usable for District purposes prior to the next school day. Any vendors, operators or providers of services occupying the Park during the event shall maintain General Liability Insurance, and shall name the Board as an

additional insured. The Town may collect admission and concession fees, provided those fees are used to offset costs associated with the event;

- the District, at its sole option, may construct additional recreational or educational improvements on the Board-owned land;
- the Town, at its sole option, may construct additional recreational facilities on the Town-owned land;
- the Town and District may make improvements to each other's land, after securing written approval from the other;
- the Middle School will be responsible for the removal of trash or litter from the Park generated during its period of use, as well as maintenance of the School parking lot at all times. The Town will be responsible for all other activities and costs necessary to maintain all existing recreational improvements located on the Park;
- the Town will be responsible for the payment of all Park utility costs, including field lighting and turf irrigation;
- the agreement can be canceled by either party in the event of Default or Damage or Destruction. In addition, either party may cancel the agreement at any time, without penalty, with one year advance written notice; and
- the Superintendent shall be the party designated by the Board to grant or deny all approvals required under the agreement or to cancel the agreement.

Joint Use Agreement for Board-owned land at Barbara Goleman Senior High School

- 40-year term, with two five-year option periods at the mutual option of the Board and Town;
- no annual rent;
- the High School shall have use of the demised premises during regular school hours on regular school days. In addition, the High School or other District users, at its sole option, shall use the demised premises as required for special school events and functions, summer school and after school athletic events or team practices;
- the Town will have use of the demised premises at all other times, and shall also have use of the High School parking facilities, on a space-available basis;
- the Town shall restrict public use of the demised premises to individuals engaged in informal, self-directed recreational activities. No organized adult or youth league

programming will be allowed;

- the Board may, at its sole option, construct educational or recreational facilities on the demised premises including portable classrooms at such time as it deems it to be in the best interest of the District to do so;
- the District will retain all responsibility for maintenance of the demised premises, and for the removal of trash or litter generated during the Town's period of use;
- as consideration for the District retaining all responsibility for removal of trash or litter from the play field and parking lot generated during the Town's period of use, the Town will provide an annual contribution to the school of \$4,000, to be used to fund the staff cost of supplying extra janitorial services;
- the agreement can be canceled by either party in the event of Default or Damage or Destruction. In addition, either party may cancel the agreement at any time, without penalty, with one year advance written notice; and
- the Superintendent shall be the party designated by the Board to grant or deny all approvals required under the agreement or to cancel the agreement.

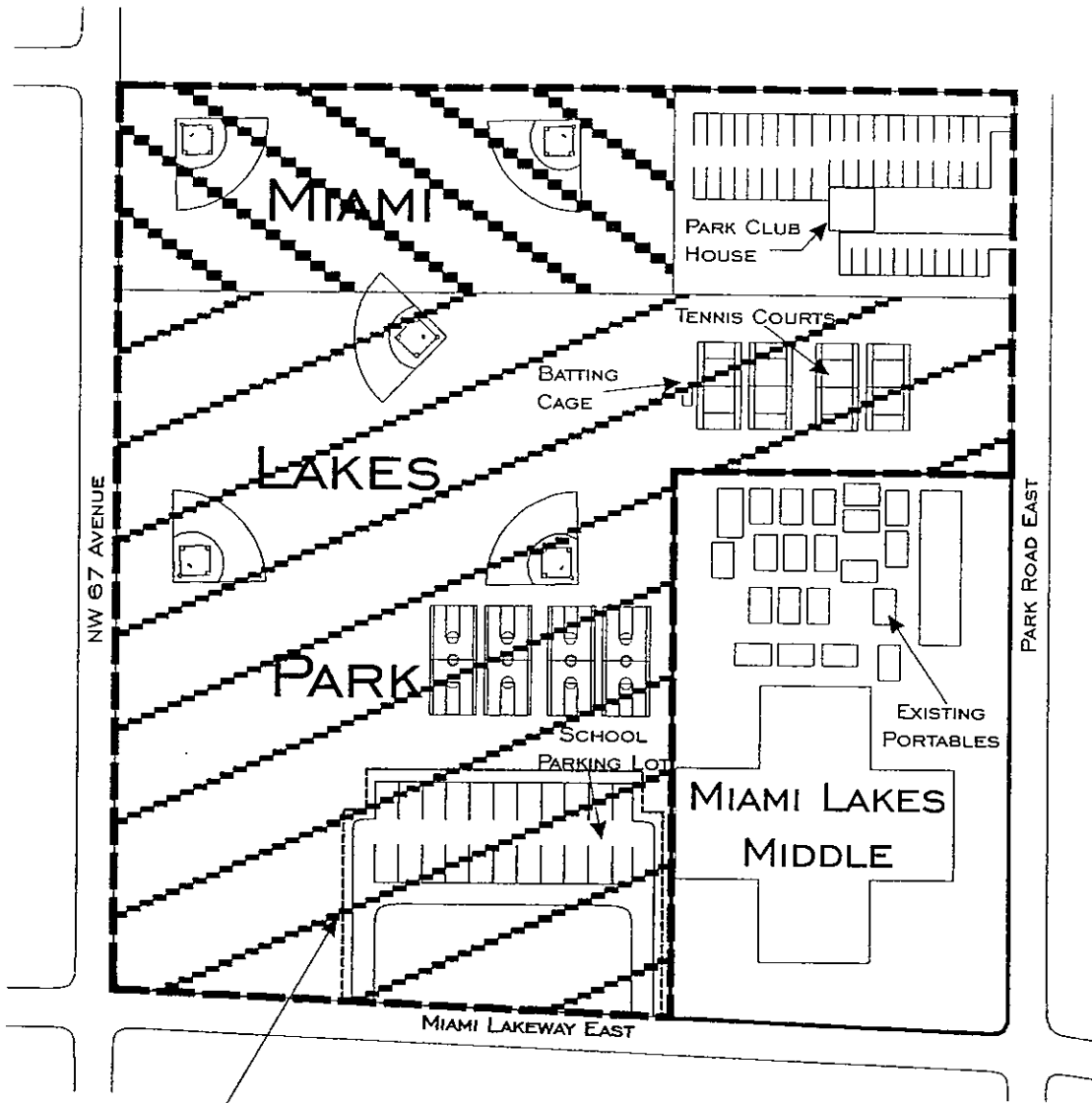
The proposed Joint Use Agreements will be reviewed and approved by the School Board Attorney's Office and the Office of Risk and Benefits Management. The principals of Barbara Goleman Senior High School and Miami Lakes Middle School, the Region Superintendent for Region I, and the Associate Superintendent of School Operations have indicated their concurrence with the proposed terms and conditions of the agreements, and will review the agreements once again prior to their execution.

RECOMMENDED: That The School Board of Miami-Dade County, Florida:

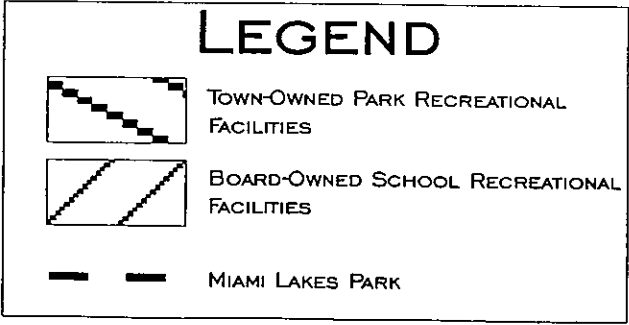
1. authorize the Superintendent or his designee to execute a new Joint Use Agreement with the Town of Miami Lakes for use of a portion of the Miami Lakes Middle School play field and for adjacent Town-owned park land (collectively known as Miami Lakes Park), at no annual rent, and under the terms and conditions set forth above, and cancel the existing Lease Agreement with Miami-Dade County effective with the commencement date of the new Joint Use Agreement; and
2. authorize the Superintendent or his designee to execute a new Joint Use Agreement with the Town of Miami Lakes for the use of recreational and parking facilities at Barbara Goleman Senior High School, at no annual rent, and under the terms and conditions set forth above, and cancel the existing Joint Use Agreement with Miami-Dade County effective with the commencement date of the new Joint Use Agreement.

MAL:rr

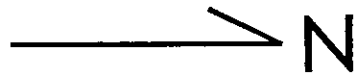
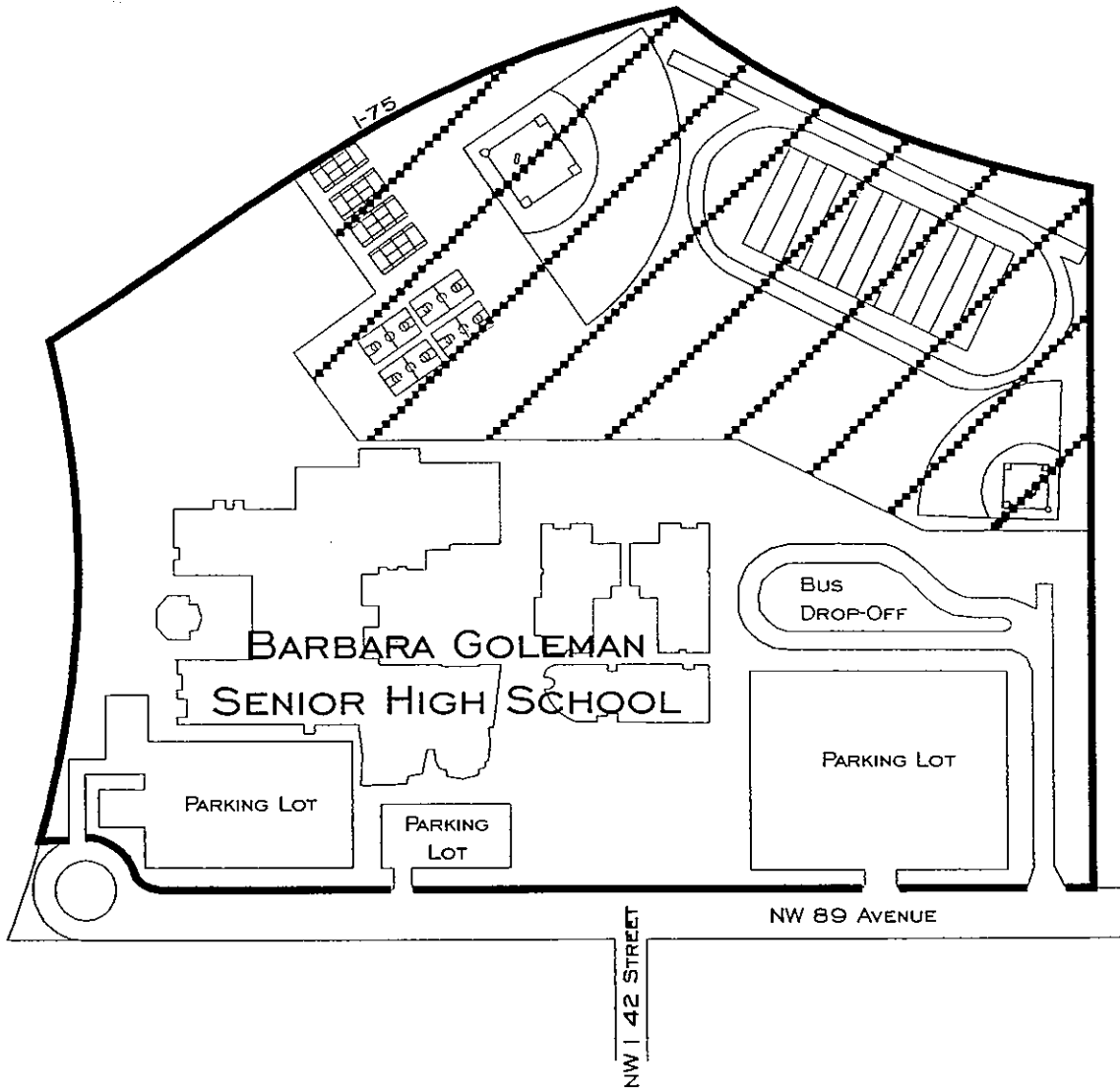
LOCATION MAP



WOODEN PERIMETER FENCE



LOCATION MAP



LEGEND

 DEMISED PREMISES