

February 9, 2005

Office of Superintendent of Schools
Board Meeting of February 16, 2005

Business Operations
Ofelia San Pedro, Deputy Superintendent

SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE A JOINT USE AGREEMENT WITH MIAMI-DADE COUNTY FOR PORTIONS OF SOUTHRIDGE PARK AND MIAMI SOUTHRIDGE SENIOR HIGH SCHOOL, LOCATED AT 19355 SW 114 AVENUE, TO PROVIDE FOR THE CONSTRUCTION OF A HIGH SCHOOL COMPETITION RUNNING TRACK ON THE PARK SITE

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

The District has been working with Miami-Dade County (County) since 1996 to finalize terms and conditions of a Joint Use Agreement for portions of Southridge Park (Park) and Miami Southridge Senior High School (School), to provide for the construction of a high school competition running track on the Park site (see location map). The proposed Joint Use Agreement would allow District use of the Park stadium, a small Park parking lot and a portion of the girls' softball field that was constructed on the Park. The County would have access to the School parking lot and the portion of the girls' softball field constructed on the School. Although the possibility of a joint use agreement for construction of the track has been under discussion between the District and the County for almost a decade, it was not until Fiscal Year 2003-04 that sufficient funds, in the amount of \$675,000, were included in the capital budget for the project. Previous to that, the anticipation was that construction of the track would be jointly funded. However, the County was unable to provide the necessary matching funds.] Added
] Revised

Terms and conditions of the proposed Joint Use Agreement are currently being finalized with County staff, and will also require the approval of the Miami-Dade County Board of County Commissioners prior to becoming effective. In order to allow the project to move forward, it is recommended that the Superintendent be authorized to finalize negotiations, under substantially the terms and conditions noted below. Should the District and County be unable to reach a successful conclusion to these negotiations, this issue will be brought back to the Board for direction.

Terms and conditions of the proposed Joint Use Agreement are, substantially, as follows:

- the District would construct, at its sole cost and expense, a regulation high school running track within the existing County stadium complex, entirely on Park property. An amount of \$675,000 was allocated in the Fiscal Year 2003-04 Capital Program for the construction of the track. The current estimate for the total project cost is approximately \$800,000;] Added

- use of the track, along with the portion of the girls' softball field and parking lot located on Park property (see Exhibit "A"), would be reserved for District use from 7:00 am to 5:00 pm, on all regular school days. These same areas would be reserved for scheduled softball/track athletic events beyond those hours, by scheduling such use a minimum of six weeks in advance of the athletic season. These facilities, along with the balance of the stadium complex, would be available for District use on an infrequent basis, so long as there is no conflict with previously scheduled Park activities, by requesting same a minimum of 48 hours in advance;

- use by the County of the School parking lot and- portion of the girls' softball field located on the School (see Exhibit "B") would be as follows:

- parking lot – the County would have use from 5:00 pm to 11:00 pm on all regular school days, weekends and holidays, on a space available basis. The School would have priority for all previously scheduled educational or recreational uses. If the County wishes to reserve exclusive use of the parking lot, it may do so by scheduling such use a minimum of six weeks in advance of the athletic season, provided there is no conflict with previously scheduled School recreational or educational uses. Additionally, the County may use the parking lot at any other time, on an infrequent basis, so long as there is no conflict with previously scheduled school activities, by requesting same a minimum of 48 hours in advance.

Revised

- softball field - the County would have use from 5:00 pm to 11:00 pm on all regular school days, weekends and holidays, provided there is no conflict with previously scheduled School recreational uses. Additionally, the County may use the softball field at any other time, on an infrequent basis, so long as there is no conflict with previously scheduled school activities, by requesting same a minimum of 48 hours in advance.

Revised

- the School and County shall each provide janitorial services, including litter pickup and removal, in the areas used by them;
- the County would maintain improvements located on the Park, including the track, and the District would maintain improvements located on the School. However, the District is to reimburse the County for a portion of all reasonable and customary expenses related to repair and maintenance of the track, in a prorated amount to be agreed upon as part of the ongoing negotiations;
- The School may charge admission fees and run concessions for games held at the stadium and softball field;

- The School and County shall reimburse the other for costs directly associated with use of the others facilities (field lighting, after-hours custodial staff, etc.);
- The term of the agreement is 10 years, with two five-year options thereafter;
- The agreement may be cancelled by either party, only if the other party defaults and fails to cure. In addition, the District may also cancel at any time with 90 days advance notice; and
- the Superintendent shall be the party designated by the Board to grant or deny all approvals required by this agreement, or to cancel this agreement.

In addition to use of the parking lot and softball field, the County has expressed a desire to offer leisure access recreational programs in the School gymnasium during non-school hours. Further, the County would like to provide such an opportunity to park patrons throughout Miami-Dade County, using three or four available high school gymnasias. Although such a program would provide the public with greater use of public facilities, the after-hour use of high school gymnasias poses many logistical and operational concerns. In order to explore this matter further, it is staff's recommendation that appropriate County and District staff meet to discuss all issues, in an attempt to develop a workable scenario for such use. In the event agreement is reached on use of the gymnasium at this School, the Superintendent is further directed to include such use in this proposed Joint Use Agreement.

Added

The Principal of Miami Southridge Senior High School, Region Superintendent for Region Center 6, Construction Officer, Assistant Superintendent for Full Service Schools, Administrative Director for Facilities Operations and Maintenance and Director of Advanced Planning, recommend entering into the proposed Joint Use Agreement. The agreement will be reviewed by the School Board Attorney's Office and Office of Risk and Benefits Management prior to execution.

RECOMMENDED:

That The School Board of Miami-Dade County, Florida, authorize the Superintendent to finalize negotiations with Miami-Dade County and execute a Joint Use Agreement for portions of Southridge Park and Miami Southridge Senior High School, under substantially the terms and conditions noted above, including the construction of a high school competition running track on Southridge Park. Should the District and County be unable to reach a successful conclusion to these negotiations, this issue will be brought back to the Board for direction at a subsequent Board meeting.

MAL:mo

LOCATION MAP

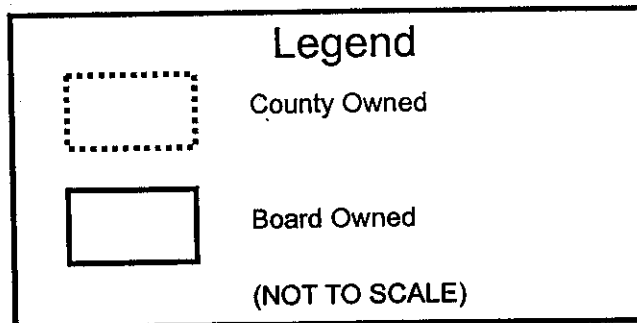
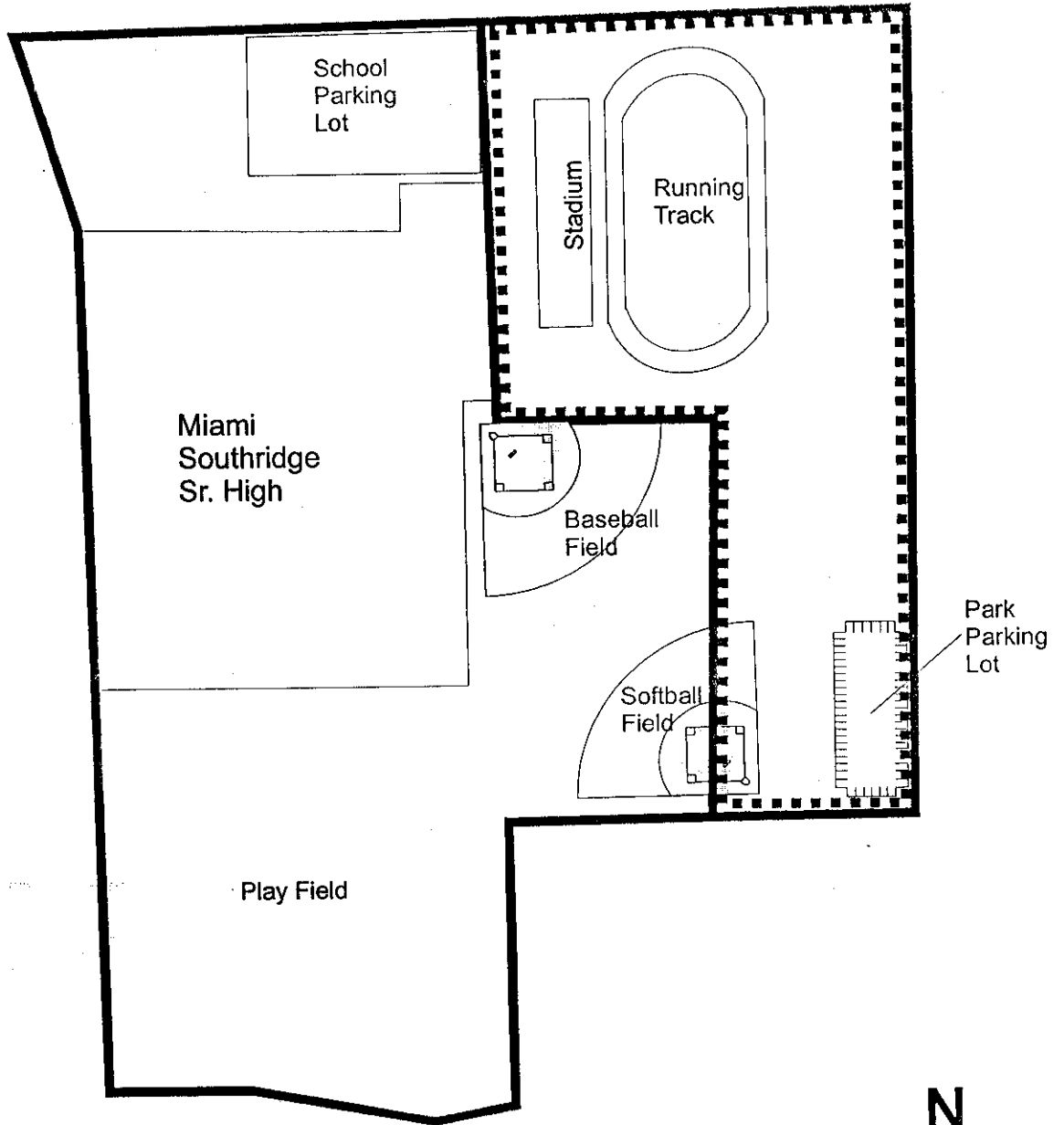
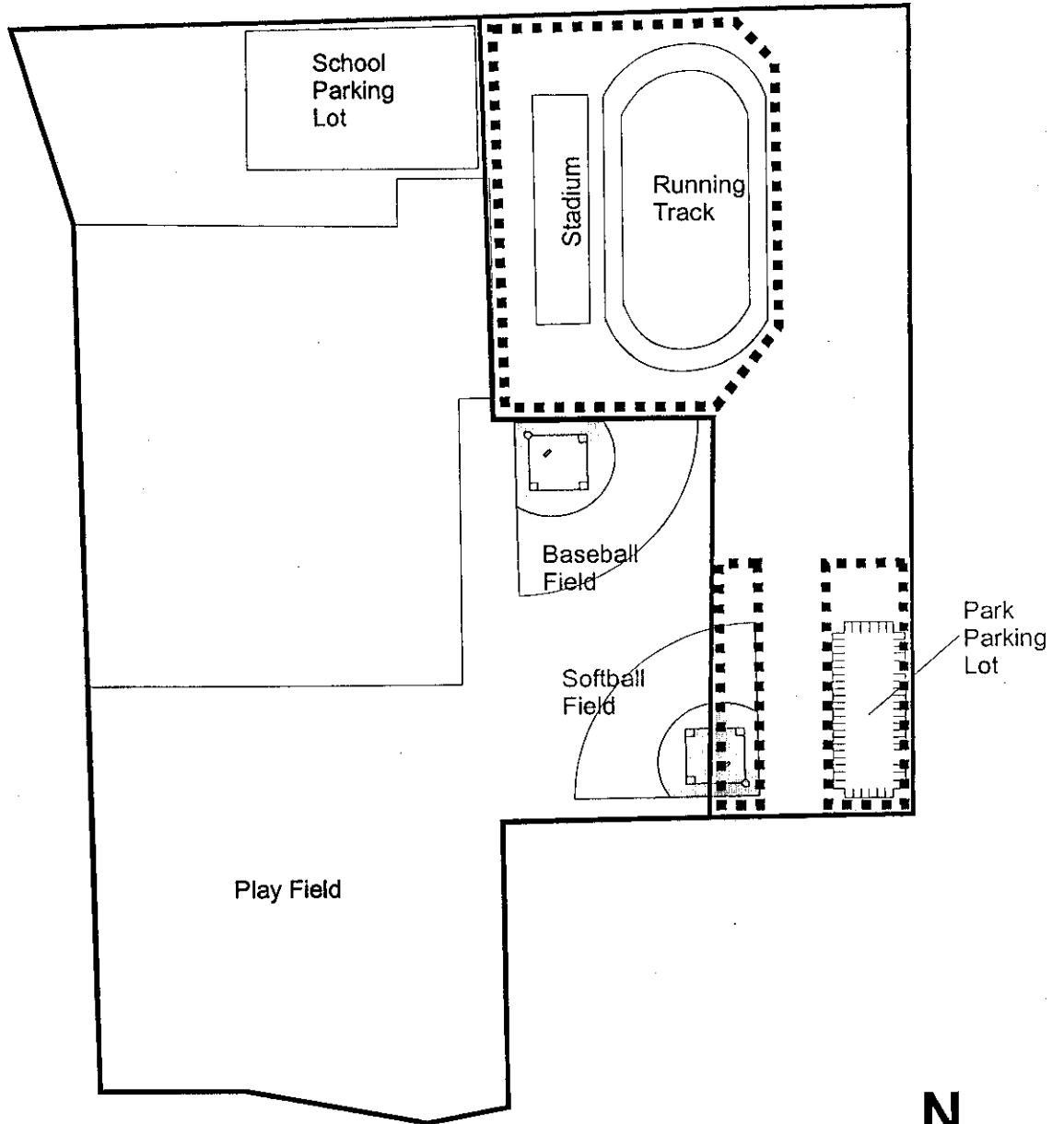


EXHIBIT "A"



N


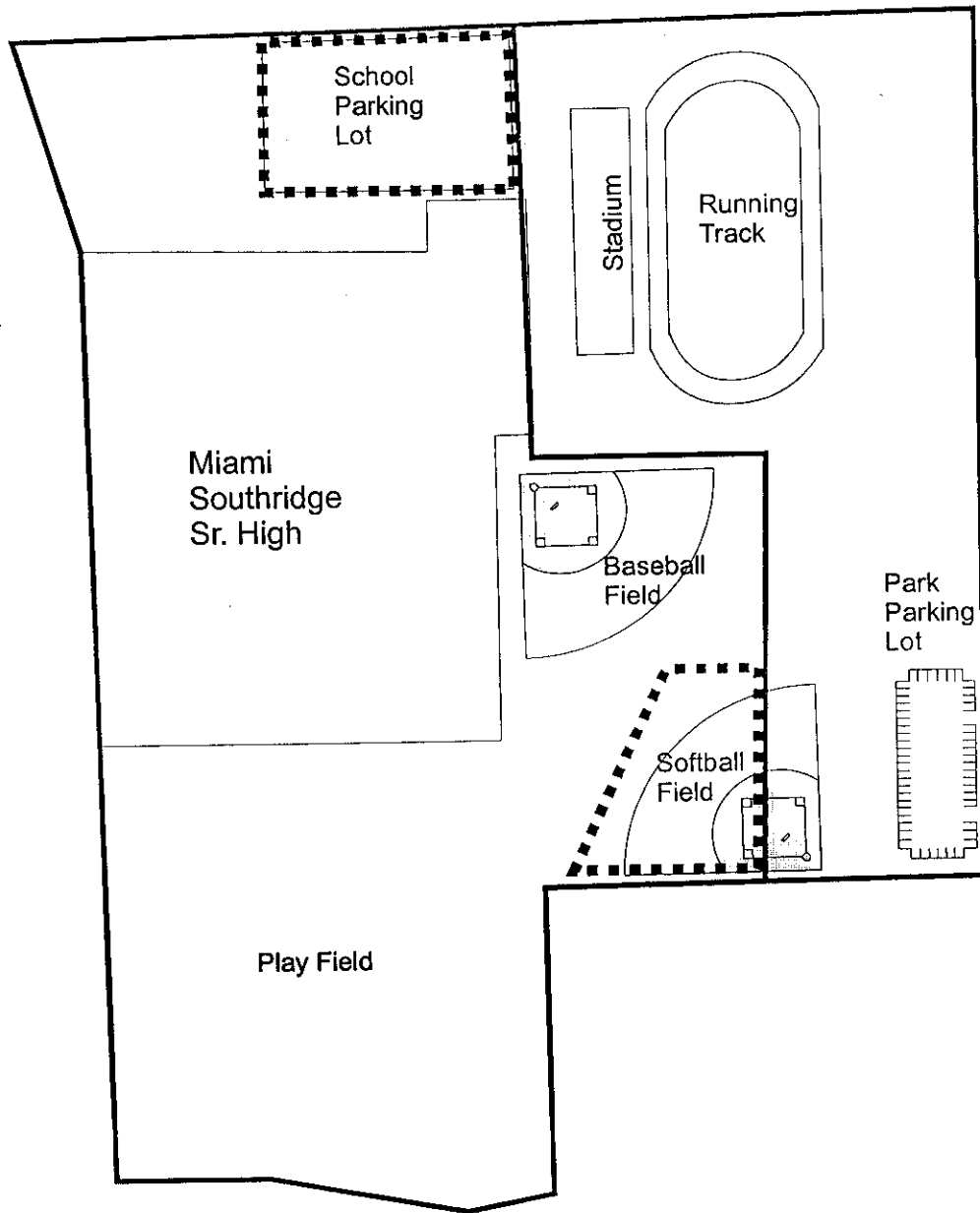

Legend	
	County Owned
(NOT TO SCALE)	

EXHIBIT "B"



Legend

 Board Owned

(NOT TO SCALE)

