

Business Operations
Ofelia San Pedro, Deputy Superintendent

**SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO FINALIZE
NEGOTIATIONS AND EXECUTE A JOINT USE AGREEMENT
WITH THE CITY OF DORAL FOR ALL PARK SITES AND
SCHOOL SITES LOCATED WITHIN THE CITY OF DORAL**

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

As a result of the recent incorporation of the City of Doral (City), District and City staff have been working on a Joint Use Agreement (Agreement) that would allow District use of any park site, and for the City to use recreational facilities at any school site located within the City, as mutually agreed to by the parties. The proposed Agreement would allow for more effective use of available public lands and for recreational facilities to be jointly planned, funded and constructed, so as to more efficiently utilize limited public resources.

It is currently anticipated that the following park/school locations will be included in the Agreement, as of its commencement date:

John I. Smith Elementary School/Doral Park – the City is seeking use of the school's P.E. shelter, basketball courts and parking. In addition to recreational facilities, the school will use a portion of the Park for a drop-off/pick-up facility.

Euginia B. Thomas Elementary School/Doral Meadow Park – the Park is currently owned by Miami-Dade County, but will be transferred to the City in the near future. The City is seeking use of the school's hard-court areas and parking. In addition to recreational facilities, the school will use a portion of the Park for a drop-off/pick-up facility.

Doral Middle School – although not located next to a City Park, the City is seeking use of school parking and the hard-court area. The City has indicated its desire to improve the hard-court area in the future, by installing lighting, at its sole cost and expense.

Miami West Park - this 88-acre facility is largely undeveloped. However, the City anticipates constructing baseball and soccer fields, basketball courts and other recreational facilities. At that time, these improvements may be available for high school athletic activities.

It is recommended that the Superintendent be authorized to finalize negotiations, under substantially the following terms and conditions:

- A 40 year term, with two five-year options thereafter, at the mutual agreement of the parties;
- other than in the event of default, which default is not cured, this Agreement may be cancelled by either party, without penalty, with one year advance written notice to the other party;
- either party may place the other in default. If the defaulting party fails to cure said default within 30 days of receipt of written notice, or does not provide the other with a written response within 30 days after receiving notification, indicating the status of the resolution of the violations and providing for a schedule to correct all deficiencies, the party placing the other in default shall have the right to terminate this Agreement, without penalty, upon 10 days additional written notice to the other;
- as a condition of entering into this Agreement, certain school sites and park sites, as described above, shall be included as part of this Agreement, effective with the commencement date;
- subsequent to the commencement date, park sites or school sites may be added to this Agreement upon receipt of a written request from one party to the other. The party receiving the request shall review same, and shall have the sole authority to grant or deny the request, said approval not to be unreasonably withheld;
- other than in the event of damage or destruction, subsequent to the commencement date, individual park sites or school sites may be deleted from this Agreement upon receipt of no less than 90 days advance written notice;
- in the event park sites or school sites are added to or deleted from this Agreement, the Agreement shall be amended to reflect the revised listing of school sites and park sites, and the revised list shall remain in effect until such time as it may be further revised;
- the District will have use of the individual school sites and all parking and recreational facilities located thereon, during regular school hours on regular school days, unless otherwise agreed to by the parties. The District will have use of individual park sites during these same school hours. In addition, the District, at its sole option, shall use the school sites, or portions thereof, as required for special school events and functions, intramural sports, and summer school. The City shall have use of the individual school sites at all other times;
- the City will have use of the individual park sites and all parking and recreational facilities located thereon, during regular park hours, other than during the District's period of use. In addition, the City, at its sole option, shall use the park

sites, or portions thereof, as required for special park events and functions;

- should either party desire use of a school or park site, or a portion thereof, during a time other than its regular period of use, it will request said use through the Park and Recreation Director and the school administrator, with a minimum of 48 hours advance notice. In addition, either party may request use of portions of school or park sites not covered by this Agreement, on an infrequent and as-needed basis, by making such a request to the Park and Recreation Director or school administrator, respectively, with a minimum of 48 hours advance notice. In the event facilities not covered by this Agreement are used, the requesting party agrees to be bound by all terms and conditions of this Agreement, including supervision and liability. Approval of said requests shall not be unreasonably withheld;
- in the event use of school or park facilities by the other party creates a cost to the property owner, beyond that which would normally be borne by that entity (e.g. paper goods, janitorial services, field lighting, staff time, etc.), the requestor agrees to reimburse the other party for same;
- the City may, in addition to its own utilization of a school site, designate other not-for-profit parties to provide recreational services and programs on the site (such as a local Optimist Club), after first receiving written authorization from the District. In this eventuality, the City shall be responsible for all use, maintenance, risk management, supervision and other terms and conditions as outlined in this Agreement, as if the City were utilizing the school site. In the event the City requires the not-for-profit party to provide it with liability insurance, the City shall also require that the Board be named as an additional insured;
- the City may seek use of a school site, from time to time, for special City sponsored events and functions (City Events). In that event, the City is to make written application to the Board at least 45 days in advance of the proposed City Event, indicating the nature of the event, event duration, impact on the school's use of the school site and any other relevant information. The District shall respond with all due haste, and approval of such City Event shall not be unreasonably withheld. The City stipulates that it shall remove all refuse or debris generated by any City Event and shall repair all damage to the school site, and the school site shall be made safe and usable for the school prior to the District's next period of use. The City shall cause any vendors, operators or providers of services occupying the school site, 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 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 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 Board and City may, at any time, construct additional recreational or educational facilities on their own sites, and shall have the right to construct additional recreational improvements on the other parties sites, at its sole cost and expense, subject to prior written approval of the other party. Responsibility for Maintenance, Utilities and for Damage or Destruction for the new improvements will be established prior to initiating any construction on the other parties land;
- other than for cause, should the Agreement be cancelled or a school site or park site be deleted from this Agreement, the deleting or canceling entity shall reimburse the other party for any capital costs expended on the deleting/canceling parties lands, as amortized over a 10 year period;
- unless specified to the contrary, the City shall keep all recreational facilities and equipment located on the park sites, and the District shall keep all recreational facilities and equipment located on the school sites, in a safe, clean and working condition at all times;
- unless otherwise agreed to by the parties, the City and the District shall each pay for the electricity, water and sewer and other utilities consumed on their respective properties;
- the Board and City each covenant and agree to indemnify, hold harmless and defend the other, from and against any and all claims, suits, actions, damages or causes of action arising from or in connection with the use and occupancy of the park and school sites during the term of this Agreement, for any personal injury, loss of life or damage to property sustained in or about the park or school sites, to the extent of the limitations included within Section 768.28, Florida Statutes;
- in the event one or more park sites or school sites should be destroyed or so damaged by fire, windstorm or other casualty to the extent the facilities are rendered untenable or unfit for the purposes of the other party, either party may immediately discontinue such use of the impacted site on a temporary basis, by so notifying the other in writing. However, if neither party shall exercise the foregoing right to discontinue use within 45 days after the date of such damage or destruction, the property owner shall cause all recreational improvements to be repaired and placed in a safe, secure and useable condition and compatible for school and community recreational use, within 180 days from the date of said damage or destruction, or other reasonable period of time as mutually agreed to by the parties. Should the facilities not be repaired and rendered tenable within the aforementioned time period, then one party may, at its sole option, place the other party in default;
- notwithstanding any other provision of this Agreement, upon the termination or

cancellation of the Agreement for cause, or upon the expiration of this Agreement or any extension thereof, the City and Board agree, at the other parties sole option, to remove any improvements or facilities constructed by the City on a school site or by the Board on a park site, and to restore the area to the same or better condition as existed before the commencement date of this Agreement, within 90 days of said termination, cancellation or expiration, or other reasonable period of time agreed to by the parties. In the event the Board or City elect to retain the improvements constructed on their property, the other party agrees to convey title to said improvements, without compensation due the other; and

- for purposes of this Agreement, the Superintendent of Schools shall be the party designated by the Board to grant or deny all approvals required by this Agreement, including adding or deleting individual school sites or park sites from this Agreement, changing hours of use, authorizing use of a school site by a not-for-profit party, allowing the City to hold City Events on a school site, allowing the City to construct recreational improvements on a school site or to cancel this Agreement, as provided for herein.

The Region Superintendent for Region Center 3, Assistant Superintendent for Regional Operations, Construction Officer, Assistant Superintendent for Full Service Schools, Maintenance Officer and Director of Advanced Planning, recommend entering into the proposed 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 and execute a Joint Use Agreement with the City of Doral for all park sites and school sites located within the City of Doral, under substantially the terms and conditions noted above.

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