

Office of School Facilities
Jaime G. Torrens, Chief Facilities Officer

SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE A JOINT USE AGREEMENT WITH THE UNIVERSITY OF MIAMI FOR USE OF THE BASKETBALL COURT AND SAND VOLLEYBALL COURT AT HENRY S. WEST LABORATORY SCHOOL, LOCATED AT 5300 CARILLO STREET, CORAL GABLES, FOR RECREATIONAL PURPOSES

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

LINK TO

STRATEGIC PLAN: IMPROVE CONSTRUCTION SERVICES

Background

The 10-acre parcel of land upon which Henry S. West Laboratory Elementary School (West Lab) sits, was donated to the School Board by the University of Miami (UM) in 1954 to provide a clinical environment for educational and psychological research for the benefit of the District and UM. Recently, UM approached the District with a request to use the basketball court and sand volleyball court, located on the southeast corner of West Lab (see location map), for recreational use by the students, faculty and staff of UM during those hours when the facilities are not in use by West Lab. As part of its request, UM has agreed to resurface the basketball court and install two new gates to secure each party's point of ingress and egress to the demised premises.

Proposed Joint Use Agreement

It is recommended that the Superintendent be authorized to finalize negotiations and execute a joint use agreement with UM under, substantially, the following terms and conditions:

- a five-year term, with 5 five-year renewal options, at the mutual agreement of both parties;
- annual rental rate of \$1;
- the District shall have full control, custody, right and use of the demised premises during regular school hours on regular school days;
- UM shall have full control, custody, right and use of the demised premises for recreational purposes after school on regular school days, and on weekends and holidays from 7:00 a.m. until 11:00 p.m.;

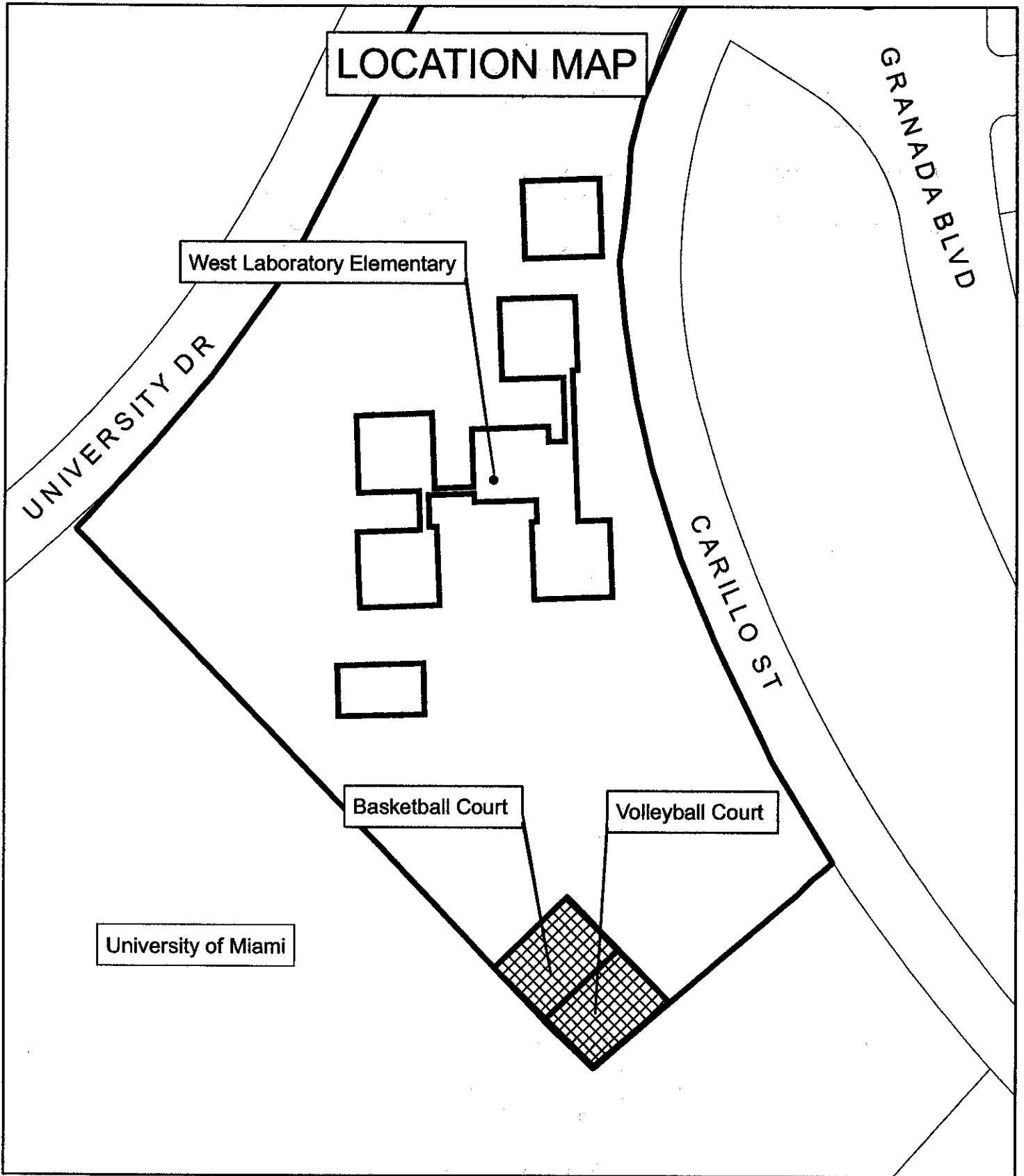
- UM, at its sole cost and expense, shall resurface the basketball court and install two new gates to secure each party's point of ingress/egress to the demised premises;
- all improvements made to the demised premises by UM shall be done in compliance with all applicable codes, rules and regulations, including the Florida Building Code and the Jessica Lunsford Act;
- each party shall keep the demised premises in a safe and clean condition during its period of use;
- UM shall be responsible for providing all maintenance, upkeep and repairs to the demised premises and recreational improvements, including all fences and gates along the perimeter of the demised premises;
- UM shall be responsible for all utilities, if any, relating to its use of the demised premises;
- either party may cancel the lease agreement at any time, with 180 days prior written notice;
- in the event of default by one party, which default is not cured, the non-defaulting party shall have the right to cancel the lease agreement without penalty, with 10 days notice;
- UM shall indemnify and hold the District harmless from all liability which may arise as a result of UM's negligence, actions or failure to act under the terms of the joint use agreement;
- the District shall indemnify and hold the UM harmless, to the extent of the limitations included within Florida Statutes, from all liability which may arise as a result of the District's negligence, actions or failure to act under the terms of the joint use agreement;
- in the event all or portions of the demised premises are destroyed or damaged by fire, windstorm or other casualty to the extent UM and/or the District are unable to use the demised premises, UM is to either (a) repair or render the demised premises tenantable within 180 days from the date of destruction or damage, or such other period of time as may be mutually agreed upon, or (b) demolish or remove the remaining improvements located on the demised premises and restore the demised premises to the condition that existed before the improvements were built. In the event UM does not render the demised premises tenantable in the stipulated time frame or does not remove or demolish the remaining improvements as noted above, the District shall have the right to place UM in default;
- should either party desire use of the demised premises during a time other than its regular period of use, it will request said use with advance notice. Approval of said requests shall not be unreasonably withheld; and

- for purposes of this joint use agreement, the Superintendent of Schools shall be the party designated by the Board to grant or deny all approvals required by this agreement.

The Regional Superintendent for Regional Center IV and the principal of Henry S. West Laboratory Elementary School concur with 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 its 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 University of Miami, for use of the basketball court and sand volleyball court at Henry S. West Laboratory Elementary School, located at 5300 Carillo Street, Coral Gables, for recreational purposes, at an annual rental rate of \$1, and substantially in conformance with the terms and conditions noted above.

MCA:mca



LOCATION MAP

West Laboratory Elementary

UNIVERSITY DR

GRANADA BLVD


CARILLO ST

Basketball Court

Volleyball Court

University of Miami

Legend

 Demised Premises
(not to scale)

