

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

SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE AN AMENDMENT TO THE NON-EXCLUSIVE USE AGREEMENT WITH THE VILLAGE OF PALMETTO BAY FOR THE USE OF BASEBALL FACILITIES BY MIAMI PALMETTO SENIOR HIGH SCHOOL

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

LINK TO STRATEGIC PLAN: IMPROVE CONSTRUCTION SERVICES

Background Information

In January 2004, the Board and the Village of Palmetto Bay (Village) entered into a Non-Exclusive Use Agreement (Agreement) for the use of baseball facilities at Coral Reef Park (Park) by Miami Palmetto Senior High School (School). The School has use of one baseball field (Field #3) for its home games and team practice, and the School reimburses the Village \$300 weekly during baseball season to off-set Village maintenance expenses resulting from the School's use of the field.

Proposed Amendment to Agreement

The Village Council, at its meeting of May 8, 2006, adopted a Resolution extending the term of the Agreement until May 30, 2009. Approval of the proposed amendment by both parties will assure continued use of the Park facilities by the School to serve its baseball program. No physical improvements requiring the use of District funds are necessary as a result of the proposed Board action. The proposed amendment to the current Agreement will include, substantially, the following terms and conditions:

- The term shall be extended to May 30, 2009;
- The Parties shall comply with all applicable laws, rules, regulations, ordinances and codes of Federal, State and Local Governments, including, but not limited to, the Americans with Disabilities Act, as they apply to this agreement; and
- The Superintendent of Schools shall be the party designated by the Board to grant or deny all approvals required by this Agreement, or to cancel this Agreement.

All other terms and conditions of the Agreement will remain unchanged; including the following:

- The School shall pay the Village \$300 per week during baseball season for maintenance specifically related to School use;
- Prior to the start of each baseball season, either party may terminate the Agreement without cause, by providing 30 days written notice to the other. During baseball season, the Village may also terminate the Agreement without cause, but will delay the effective date to the end of the then current baseball season;
- In addition to the other cancellation provisions, either party shall have the right to terminate the Agreement in the event of material breach by the other party, which breach has not been cured within 24 hours of the date of receipt of written notice of breach from the party seeking termination; and
- The school shall have use of Field #3 for the School's practice and home games during baseball season (January 15-April 30), and as a tournament practice site, as-needed (May 1-May 30) during the following time periods: practice days from 3:00 p.m. to 6:00 p.m., weekday games from 2:00 p.m. to 6:30 p.m., and Saturday practice and games from 8 a.m. to noon.

The School principal and the Regional Superintendent of Regional Center V have indicated a continuing need for the baseball field for the period ending May 30, 2009, and recommend approval of the Amendment. The proposed Amendment will be reviewed by the School Board Attorney's Office and the 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 an amendment to the Non-exclusive Use Agreement with the Village of Palmetto Bay for the use of baseball facilities at Coral Reef Park by Miami Palmetto Senior High School, to extend the term until May 30, 2009, and in conformance with the other terms noted above. All other terms and conditions of the Agreement will remain unchanged.

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