

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 TOWN OF CUTLER BAY FOR THE USE BY THE DISTRICT OF CUTLER RIDGE PARK, LOCATED AT 10100 SW 200 STREET, AND BY THE TOWN OF THE PLAYFIELD AND PARKING LOT AT CUTLER RIDGE ELEMENTARY SCHOOL, LOCATED AT 20210 CORAL SEA ROAD**

**COMMITTEE: FACILITIES AND CONSTRUCTION REFORM**

**LINK TO STRATEGIC PLAN: IMPROVE CONSTRUCTION SERVICES**

#### Background

Cutler Ridge Park (Park), is located adjacent to Cutler Ridge Elementary School (School), at 10100 SW 200 Street. Due to limited available park land and an increasing need to provide public recreational facilities, the Town of Cutler Bay (Town) approached the District with a request to utilize the playfield area and parking lot at the School, located at 20210 Coral Sea Road, for public park purposes during non-school hours (see location map). The Town intends to provide certain improvements to the playfield area (multipurpose/soccer field, irrigation system, lighting, jogging path, etc.), at its sole cost and expense. The School parking lot will be used by the Town to accommodate its anticipated parking needs. The Town has requested an initial lease term of 25 years, since Safe Neighborhood Parks Grant Program funds will be used to construct the improvements, which requires a minimum lease term of 25 years. The School will have use of certain of the Park recreational amenities to augment its Physical Education program. Approval of the proposed Joint Use Agreement (Agreement) will allow use of the School and Park recreational amenities to best serve community and School needs.

#### Proposed Joint Use Agreement

No physical improvements requiring the use of District funds are necessary as a result of the proposed Board action. Terms of the proposed Agreement are, substantially, as follows:

- a 25 year term, with one successive 10 year option period, at the mutual option of the Parties;
- rent at \$1 per year;

- the Town, at its sole cost and expense, shall construct certain improvements on the School playfield including, but not limited to, a multipurpose/soccer field, irrigation system, lighting and jogging path (Improvements). The scope and placement of all such work shall be reviewed and approved by the District prior to the initiation of any construction. The Town shall be responsible for the issuance of permits, inspections and final sign-off of the work, and all work shall conform to the District's Design Criteria, and be in compliance with all applicable laws, rules and regulations;
- the Town, at its sole cost and expense, shall be responsible for the ongoing maintenance and repair of the Improvements;
- the School will have use of the Park during regular school hours on regular school days. The Park amenities to be used by the School will be as mutually agreed to by the School Administrator and Park Supervisor. The School may have additional use of the Park, after normal school hours, by reserving such use with the Park Supervisor;
- the District shall have exclusive use of the School playfield and parking lot during regular school hours on regular school days, including summer school and during before and after school programs, if applicable, and at all other times required for the operation of School activities. The Town shall have use of the School playfield and parking lot at all other times, or as otherwise agreed to by the School Administrator and Park Supervisor;
- on a periodic basis, the Parties, through their respective designees, may modify the exact areas of use and periods of use;
- all utilities serving the Improvements will be separately metered and paid for by the Town;
- both Parties will be responsible for removal of trash and litter from the Park or School generated during their respective period of use. In addition, the District shall retain responsibility for the ongoing routine maintenance of the School playfield, other than the Improvements constructed by the Town, and the Town shall retain responsibility for the ongoing routine maintenance of the Park;
- in the event the Town constructs a parking lot on the Park in close proximity to the School, the parking lot will be made available to the School for staff parking during regular school hours;
- the Parties shall each indemnify and hold the other harmless to the extent and within the limitations of Florida Statutes;
- either Party may cancel the Agreement at anytime with 180 days prior written notice to the other;

- 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.

The Principal and Regional Center VI Superintendent recommend approval of the Agreement. The proposed Agreement 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 a Joint Use Agreement with the Town of Cutler Bay for the use by the District of Cutler Ridge Park, located at 10100 SW 200 Street, and by the Town of the playfield and parking lot at Cutler Ridge Elementary School, located at 20210 Coral Sea Road, under substantially the terms and conditions noted above.

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# LOCATION MAP

