

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 CITY OF HIALEAH GARDENS FOR ALL PARK SITES AND SCHOOL SITES LOCATED WITHIN THE CITY OF HIALEAH GARDENS

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

LINK TO STRATEGIC PLAN: IMPROVE CONSTRUCTION SERVICES

The Board previously entered into joint use agreements with the City of Doral (Doral) and the City of Miami Gardens (Miami Gardens), for recreational use of all school sites and park sites located within each municipality. Given this precedent, the City of Hialeah Gardens (City) Council approved a Resolution on October 6, 2009, seeking to enter into a joint use agreement (Agreement) with the Board, in substantial conformance with those entered into with Doral and Miami Gardens.

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

Hialeah Gardens Senior High School (11700 Hialeah Gardens Boulevard, Hialeah Gardens) – the City will have use of this school’s hard courts, parking lot, physical education shelter and playfield area during non-school hours.

Westland Gardens Park (13501 NW 107 Avenue, Hialeah Gardens) – the District will have use of the entire park site and all parking and recreational facilities located thereon. Hialeah Gardens Senior High School presently utilizes the pool at this park site for its water polo and swim teams.

It is recommended that the proposed Agreement be authorized under, substantially, the following terms and conditions, which are substantially the same as those entered into with Doral and Miami Gardens:

- a 40 year term, with two five-year options, at the mutual agreement of the parties;
- effective with the commencement date of the Agreement, the school and park site described above shall be included as part of this Agreement;
- subsequent to the commencement date, park sites or school sites may be added to this Agreement, subject to approval by the other party;

- other than in the event of damage or destruction, individual park sites or school sites may be deleted from this Agreement with 90 days written notice to the other party;
- 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 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 also have use of 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, extracurricular athletic activities and summer school;
- the City will have use of the park sites and all parking and recreational facilities located thereon, during non-school hours and weekends. The City shall also have use of the school sites during these same hours. 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 director or the school administrator. 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 Agreement may be canceled by either party if the other party defaults and fails to cure such default. In addition, the Agreement may be canceled by either party, without penalty, with one year advance written notice to the other party;
- the City may 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, and shall require the not-for-profit party to provide it with liability insurance, naming the Board as an additional insured;

- the City may request use of a school site, from time to time, for special City sponsored events and functions (City Events), subject to approval by the District. The City 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 occupying the school site to maintain liability insurance, naming the Board as an additional insured;
- the Board and City may, at their cost and expense, construct additional recreational or educational facilities on their own sites. In addition, each party may, at its sole cost and expense, construct additional recreational improvements on the other party's sites, subject to approval by 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 canceled 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;
- each party shall be responsible for removal of trash and litter from the park sites and school sites, generated during their respective periods of use;
- unless specified to the contrary, the District shall retain responsibility for maintenance of the school sites, and the City shall retain responsibility for maintenance of the park sites;
- the parties agree that portions of the playfield areas or fields at the school sites or park sites shall be closed from time to time during each party's period of use to reduce impact on the turf;
- unless otherwise agreed to by the parties, the City and the District shall each pay for the routine electricity, water and sewer usage and other utilities consumed on their respective properties;
- the parties shall each indemnify and hold the other party harmless to the extent and within the limitations of Section 768.28, Florida Statutes;
- the Board and City shall comply with all applicable laws, rules, ordinances, statutes, regulatory and code requirements;
- 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 tenantable within the aforementioned time period, then one party may, at its sole option, place the other party in default;

- in the event of any litigation between the parties under this Agreement, each Party shall be responsible for its own attorney's fees and court costs through trials and appellate levels;
- this Agreement shall be deemed inferior and subordinate to any existing or future financing or conveyance by the District of any school sites which are or may become part of this Agreement;
- The School Board Office of Inspector General (SBOIG) may, on a random basis, perform audits, inspections and reviews of all Board contracts. Consequently, the City acknowledges and accepts the authority of the SBOIG to conduct such random audits, inspections, and reviews, including, but not limited to, the authority of the SBOIG to access the City's records, its legal representatives' and contractors' records and the obligation of the City to make those records available upon request. The City shall incorporate this clause into every contract that it enters into relating to any school sites that are or become part of this Agreement; and
- for purposes of this Agreement, the Superintendent of Schools or his designee shall be the party designated by the Board to grant or deny all approvals required by this Agreement including canceling the Agreement, adding or deleting individual school or park sites, changing dates and 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 any other issues dealing with routine operations at individual school sites.

The Region I Superintendent and principal of Hialeah Gardens Senior High School, 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 Hialeah Gardens for all park sites and school sites located within the City of Hialeah Gardens, under substantially the terms and conditions noted above.

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