

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

SUBJECT: THAT THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AUTHORIZE THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE SEPARATE JOINT USE AGREEMENTS WITH THE CITY OF HOMESTEAD (CITY), FOR:

A. USE BY THE CITY OF THE VACANT BOARD-OWNED PARCEL, LOCATED AT 650 NW 2 AVENUE, HOMESTEAD, FOR RECREATIONAL PURPOSES; AND

B. USE BY THE DISTRICT OF THE CITY-OWNED JAMES ARCHER SMITH PARK, LOCATED AT 300 NW 12 STREET, HOMESTEAD, FLORIDA FOR RECREATIONAL AND EDUCATIONAL PURPOSES

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

LINK TO STRATEGIC FRAMEWORK: FINANCIAL EFFICIENCY/STABILITY

Background

The School Board (Board) owns a 3.85-acre vacant parcel of land in the City of Homestead (City), located at 650 NW 2 Avenue (Board Site) (see location map 1). The Board Site is located across the street from Homestead Middle School and Neva King Cooper Educational Center and there are no plans to develop it in the foreseeable future. In order to provide additional recreational facilities for the community, the City has approached the District with a request to use the Board Site for park purposes pursuant to a Joint Use Agreement between the parties. Under the Joint Use Agreement, the Board Site will also be available for District use for individual events/functions, and/or on an ongoing basis, as may be desired. The Joint Use Agreement further contemplates that in the event the District requires the Board Site for educational use in the future, the Joint Use Agreement can be canceled by the District.

As a complement to the City's proposed use of the Board Site as described above, the City has offered to enter into a second and separate Joint Use Agreement with the Board to allow District use of the City-owned James Archer Smith Park, located at 300 NW 12 Street, Homestead (City Park) (see location map 2), for the students of the Medical Academy for Science and Technology (MAST @ Homestead), located at 160 NW 13 Street, Homestead. The Park is located within a short walking distance from the School and contains a number of amenities, including a vita course, walking/jogging path, and playgrounds.

Proposed Terms and Conditions of Joint Use Agreements

A. Board Site:

The proposed Joint Use Agreement with the City for joint use of the Board Site shall contain, substantially, the following terms and conditions:

- an initial term of five (5) years, with two renewal terms of five years each, at the mutual agreement of the parties;
- the City shall pay an annual rent of \$1 to the Board;
- other than as stipulated below, the City shall have use of the Board Site at all times throughout the term of the Joint Use Agreement for recreational purposes;
- from time to time, the Board may request use of the Board Site for a special event or function or any other reason, with a minimum of 72 hours advance notice;
- notwithstanding the above, the Board reserves the right, in its sole discretion, to use the Board Site on a regular and ongoing basis for recreational or educational purposes during regular school hours on regular school days by providing a minimum of 30 days advance written notice to the City;
- on a periodic basis, the parties, through their respective designees, may modify the exact areas of use and periods of use;
- the City may contract with not-for-profit parties to use the Board Site during the City's period of use, for City-sponsored recreational services and programs. In that event, the City shall be responsible for all maintenance, clean-up, risk management, supervision and other terms and conditions set forth in the Joint Use Agreement, the same as if the City, itself, were utilizing the Board Site. The City shall require such entities or groups to provide liability insurance, insuring both the City and the Board, and shall provide evidence of same to the Board;
- the City shall be responsible, at the City's cost, for all maintenance and repair of the Board Site;
- the City shall be responsible for payment of all utilities relating to the use and operation of the Board Site;
- the City shall have the right to construct recreational improvements on the Board Site, all at the City's cost and expense, subject to the prior written approval of the Board or designee. All work shall be performed in compliance with all applicable laws, rules and

regulations. The District's Building Department shall be the entity responsible for reviewing and approving all construction documents, issuing permits for construction and providing final acceptance of the work;

- in addition to an event of default, which is not cured, either party may cancel the Joint Use Agreement, without cause or penalty, by giving the other party one-year prior written notice;
- the parties shall each indemnify and hold the other party harmless, to the extent of the limitations included within Florida Statutes, from all liability which may arise as a result of the other party's negligence, actions or failure to act under the terms of the Joint Use Agreement;
- the parties shall comply with all applicable laws, rules, regulations, ordinances and codes of all governmental authorities, including, without limitation, the Americans with Disabilities Act and the Jessica Lunsford Act;
- in the event of damage or destruction of all or portions of the Board Site, other than damage or destruction caused by the Board, the City may, at its sole option, either cancel the Joint Use Agreement, or repair or replace the damaged facilities, at the City's expense; and
- for purposes of the Joint Use Agreement, the Superintendent of Schools, or his/her designee shall be the party designated by the Board to grant or deny all approvals required under the Joint Use Agreement, including, without limitation, renewing, canceling and/or terminating the agreement, establishing use schedules, modifying the areas and periods of use, reviewing and approving all matters relating to the City's construction of improvements on the Board Site and placing the City in default.

B. The City Park:

The proposed Joint Use Agreement with the City for joint use of the City Park site shall contain, substantially, the following terms and conditions:

- an initial term of five (5) years, with two renewal terms of five years each, at the mutual agreement of the parties;
- the Board shall pay an annual rent of \$1 to the City;
- the Board shall have non-exclusive use of designated portions of the City Park during regular school hours on regular school days for recreational and educational purposes;
- the City shall have use of the City Park at all times;

- the parties, through their respective designees, shall meet prior to the start of each regular school year, or as soon thereafter as possible, to establish a mutually agreeable and reasonable schedule for School use of the City Park;
- on a periodic basis, the parties, through their respective designees, may modify the exact areas of use and periods of use;
- the City, at the City's cost, shall be responsible for utilities, and for all maintenance and repair of the City Park;
- the Board shall have the right to construct recreational improvements on the City Park, all at the Board's cost and expense, subject to the prior written approval of the City or designee. All work shall be performed in compliance with all applicable laws, rules and regulations;
- in addition to an event of default, which is not cured, either party may cancel the Joint Use Agreement, without cause or penalty, by giving the other party one-year prior written notice;
- the parties shall each indemnify and hold the other party harmless, to the extent of the limitations included within Florida Statutes, from all liability which may arise as a result of the other party's negligence, actions or failure to act under the terms of the Joint Use Agreement;
- the parties shall comply with all applicable laws, rules, regulations, ordinances and codes of all governmental authorities, including, without limitation, the Americans with Disabilities Act and the Jessica Lunsford Act;
- in the event of damage or destruction of all or portions of the City Park, other than damage or destruction caused by the Board, the City may, at its sole option, either cancel the Joint Use Agreement, or repair or replace the damaged facilities, at the City's expense; and
- for purposes of the Joint Use Agreement, the Superintendent of Schools, or his/her designee shall be the party designated by the Board to grant or deny all approvals required under the Joint Use Agreement, including, without limitation, renewing, canceling and/or terminating the agreement, establishing use schedules, modifying the areas and periods of use, reviewing and approving all matters relating to the Board's construction of improvements on the City Park, and placing the City in default.

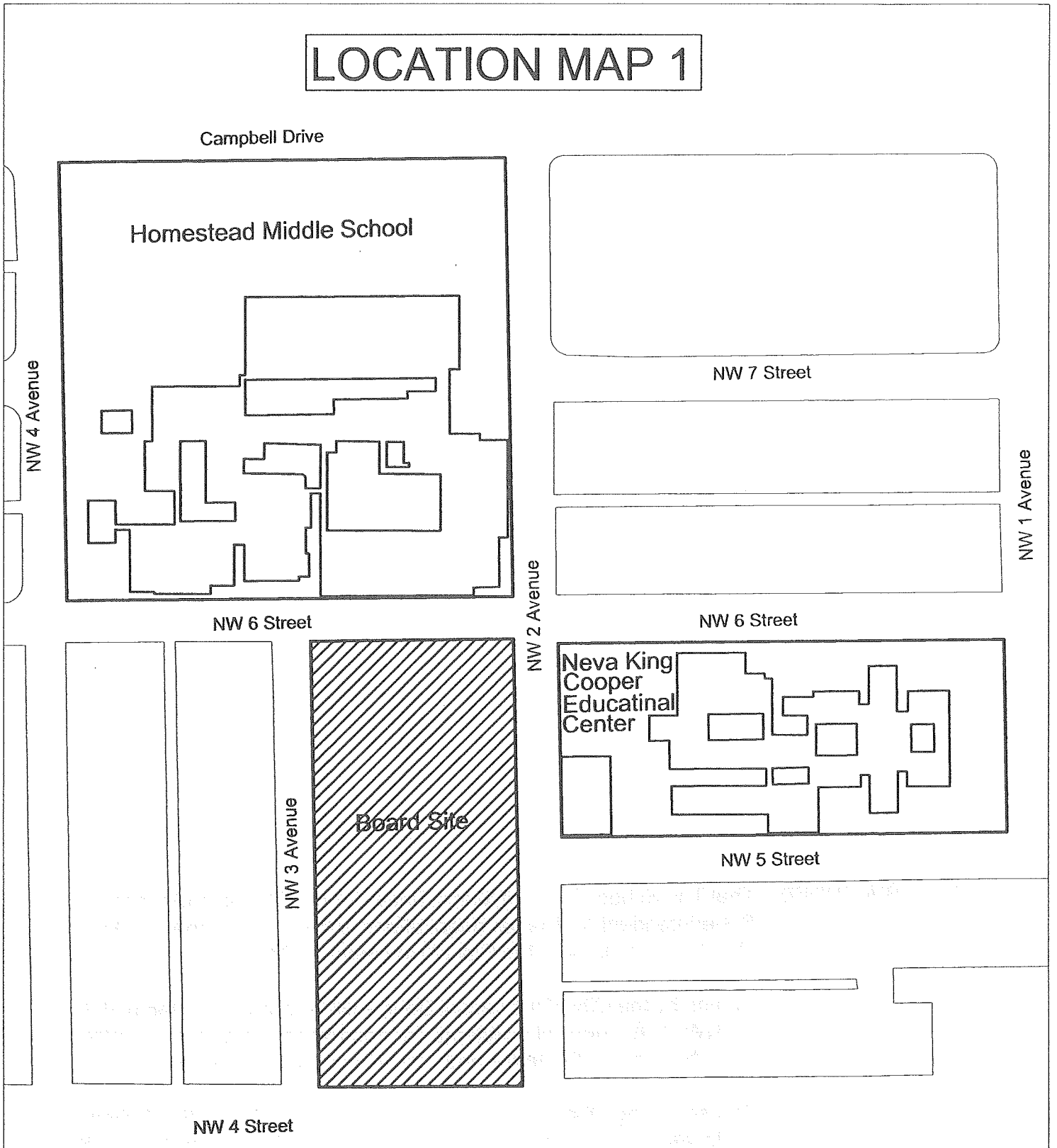
The two Joint Use Agreements will be reviewed by the School Board Attorney's Office and the Office of Risk and Benefits Management prior to execution. The South Regional Center Superintendent concurs with the proposed Joint Use Agreements for use of the Board Site and City Park; additionally, the MAST @ Homestead Principal is supportive of the proposed Joint Use Agreement for use by the District of the City Park.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the Superintendent to finalize negotiations and execute separate Joint Use Agreements with the City of Homestead (City), for:


- 1) use by the City of the vacant Board-owned parcel, located at 650 NW 2 Avenue, Homestead, for recreational purposes, under, substantially, the terms and conditions noted above; and
- 2) use by the District of the City-owned James Archer Smith Park, located at 300 NW 12 Street, Homestead, for use by MAST @ Homestead students, under, substantially, the terms and conditions noted above.

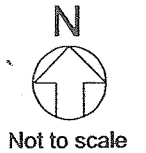
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LOCATION MAP 1

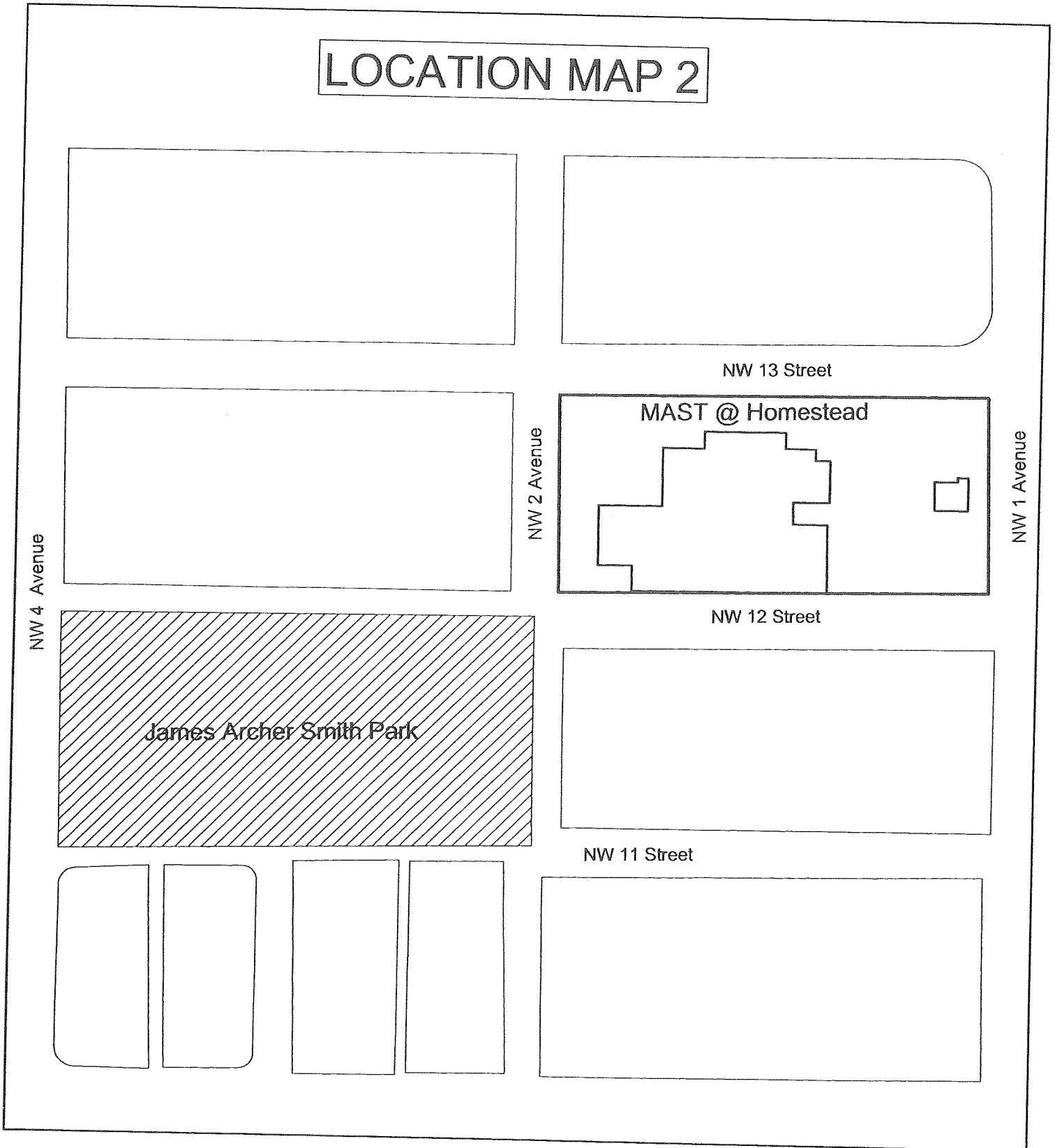


Legend


 Board Site (3.85 Acres)




LOCATION MAP 2



Legend

 Park (5 Acres)

N



Not to scale