

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

**SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE SCHOOL BOARD (AS LESSOR), AND MIAMI-DADE COUNTY (AS LESSEE), FOR USE OF NORMAN AND JEAN REACH PARK, ADJACENT TO PALM SPRINGS NORTH ELEMENTARY SCHOOL, LOCATED AT 17615 NW 82 AVENUE, HIALEAH**

**COMMITTEE: FACILITIES AND CONSTRUCTION REFORM**

**LINK TO STRATEGIC FRAMEWORK: FINANCIAL EFFICIENCY/STABILITY**

Background

Since July 1985, the Miami-Dade County Park and Recreation Department (County) has used a portion of the Palm Springs North Elementary School (School) campus for public park purposes, along with an adjacent County-owned parcel, collectively as Norman and Jean Reach Park (Park), under a Lease Agreement (Agreement). The County has made substantive improvements to the Park, including baseball/softball fields, soccer fields, a swimming pool, recreation building, basketball courts and tennis courts. As a part of these improvements, the County has also constructed a walking path through the County-owned portion of the Park. The Palm Springs North community has asked the County to complete construction of the walking path through the balance of the Park, including the Board-owned portion, to complete a continuous loop through the combined site (see location map).

Under terms of the JUA, the County is permitted to make recreational improvements to the Board-owned portion of the Park, subject to School Board approval. The County has now submitted a request to complete the walking path loop, by constructing a walking path up to 8 feet wide through the Board-owned portion of the Park. Work will be initiated only after coordinating with the School Principal to assure the safety of students, staff and visitors, and will be at the sole cost and expense of the County. The District's Facilities Compliance Department will issue all permits, inspect the work and provide final acceptance of all improvements.

In addition to providing authorization for the County to proceed with construction of the walking path, the Agreement will be amended to include terms and conditions typically included in a lease agreement as a matter of Board policy, that were not originally a part of the July 1985 document.

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### Proposed Lease Amendment

It is recommended that the Agreement be amended to include, substantially, the following terms and conditions:

- the County may construct additional improvements within the Board-owned portion of the Park, including the walking path and associated recreational amenities, at its sole cost and expense, subject to prior written approval of the Superintendent or designee, and plans must be in compliance with all applicable City, State, County and School Board rules and regulations;
- 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, as all may be further amended from time to time and to the extent required by applicable law;
- the Agreement shall be construed and enforced according to the laws of the State of Florida and the venue for any disputes shall be in Miami-Dade County, Florida;
- the Agreement is and shall be subject and subordinate to any conveyance and ground or underlying leases and the rights of the Board under those leases and to all financing that may now or hereafter affect the leases or the Board-owned property, and to all renewals, modifications, consolidations, replacements and extensions thereof;
- 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 trial and appellate levels; and
- 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 Agreement, including, without limitation, renewing, canceling and/or terminating the Agreement, establishing use schedules, modifying the areas and periods of use, and reviewing and approving all matters relating to the County's construction of improvements on the Board-owned portion of the Park.

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

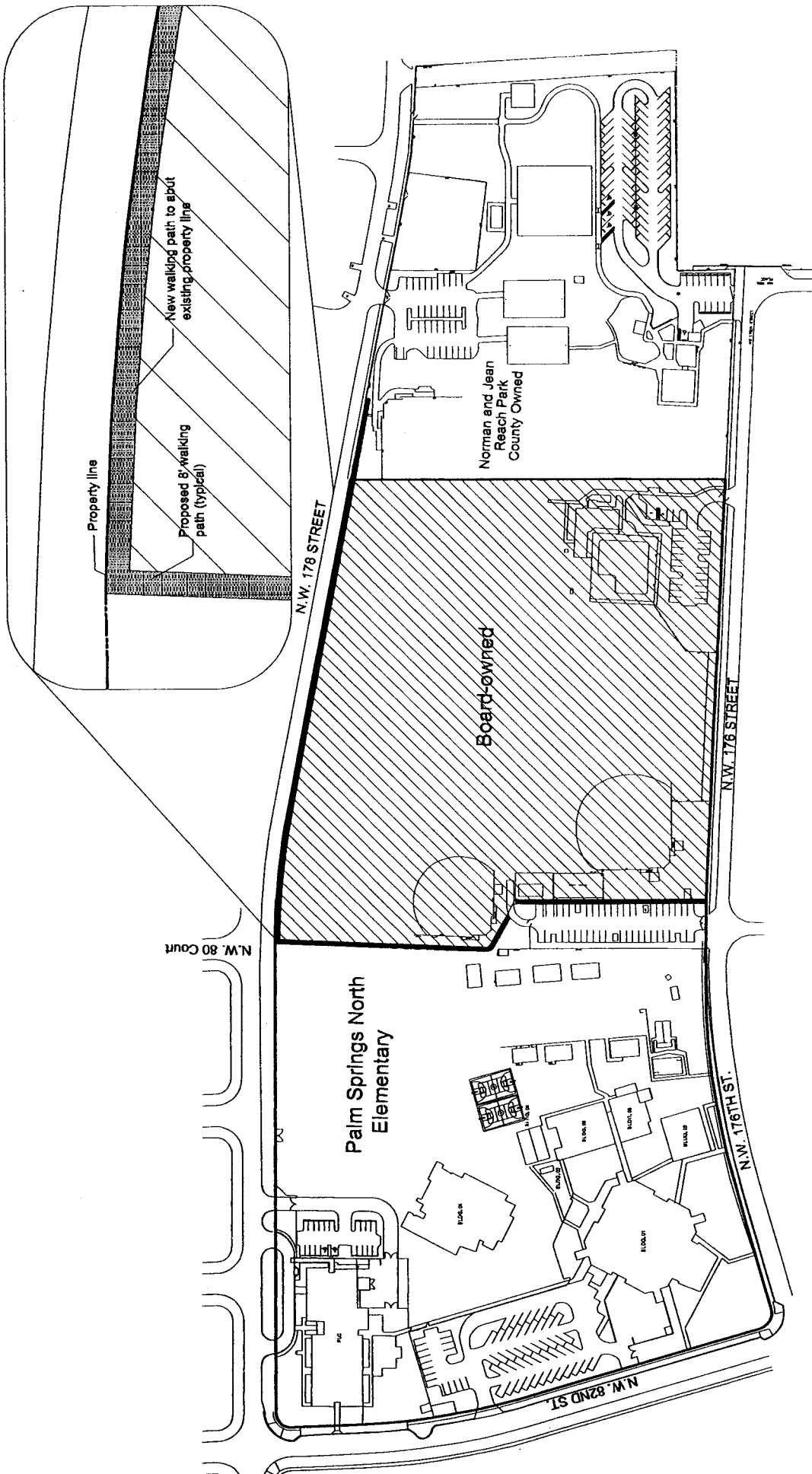
- the County shall retain responsibility for maintenance of all facilities and equipment it has placed on the Park in a state of good repair, safe and clean condition at all times; and
- in addition to default, which default is not cured, either party may cancel the Agreement at any time without cause by giving the other party 60 days prior written notice.

The School Principal and the Region Superintendent, North Region Office, recommend entering into the proposed lease amendment. The lease amendment 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 an amendment to the Lease Agreement between the School Board (as lessor), and Miami Dade County (as lessee), for use of Norman and Jean Reach Park, adjacent to Palm Springs North Elementary School, substantially in conformance with the terms and conditions set forth above.

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# LOCATION MAP



**LEGEND**

-  Existing sidewalk in public right-of-way
-  Proposed 8' walking path extension
-  Portion of Board-owned land used by County under JUA for park purposes.

