

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

**SUBJECT: THAT THE SCHOOL BOARD OF MIAMI-DADE COUNTY,
FLORIDA, AUTHORIZE THE SUPERINTENDENT TO:**

- 1) FINALIZE NEGOTIATIONS AND EXECUTE A SECOND AMENDMENT TO THE AMENDED AND RESTATED LEASE AGREEMENT ("AGREEMENT") BETWEEN THE CITY OF HOMESTEAD ("CITY") AND THE SCHOOL BOARD, FOR USE OF A PORTION OF TOM J. HARRIS FIELD, LOCATED AT 1034 N.E. 8 STREET, HOMESTEAD, FLORIDA, FOR DISTRICT HIGH SCHOOL FOOTBALL AND SOCCER GAMES; AND**
- 2) EXECUTE ANY AMENDMENTS TO THE AGREEMENT WITHIN THE AUTHORITY GRANTED TO THE SUPERINTENDENT BY THE BOARD IN THE AGREEMENT, AND TO GRANT OR DENY ALL APPROVALS REQUIRED UNDER THE AGREEMENT, INCLUDING RENEWING, EXTENDING, CANCELLING OR TERMINATING THE AGREEMENT, AND PLACING THE CITY IN DEFAULT, AS MAY BE APPLICABLE**

COMMITTEE: FACILITIES AND CONSTRUCTION

**LINK TO STRATEGIC
BLUEPRINT: EFFECTIVE AND SUSTAINABLE BUSINESS PRACTICES**

Background Information

Since 1975, the District has leased portions of Tom J. Harris Field ("Field") from the City of Homestead ("City") for high school soccer and football games. The Field is currently utilized by the District to host varsity football, junior varsity football and soccer games for Coral Reef, Homestead, Miami Killian, Miami Palmetto, South Dade and Miami Southridge Senior High Schools. The current term of the lease agreement expires on August 31, 2018, and may be extended for five (5) additional one-year periods, at the sole option of the Board.

Lease Amendment

The Division of Athletics, Activities and Accreditation and the South Region Office have indicated a continuing need for the Field and recommend that the Board enter into a lease amendment with the City to extend the term for the first available one-year option period (from September 1, 2018 to August 31, 2019), and modify the authority of the Superintendent under, substantially, the following terms and conditions:

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- the term of the Agreement shall be extended for the one-year period commencing September 1, 2018 and ending August 31, 2019;
- for purposes of the Agreement, the Superintendent of Schools or his/her designee shall be the party designated by the Board to grant or deny all approvals under the Agreement relating to routine coordination, use and operational issues; and
- in addition to the above, the Superintendent of Schools shall be the party designated by the Board to execute any amendments to the Agreement within the authority granted to the Superintendent by the Board in the Agreement, and to grant or deny any approvals under the Agreement, including renewing, extending, cancelling or terminating the Agreement and placing the City in default.

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

- the District will continue to pay a per-game use fee of \$195 for each soccer and junior varsity football game played during the day, \$295 for each soccer and junior varsity football game played at night and \$1,000 for each high school varsity football game (day or night);
- the City will continue to be responsible for maintenance of the Field, and the District will pay \$3,500 annually to the City towards such work;
- the District will provide security personnel and supervision at all football and soccer games conducted at the Field. In the event the District uses City Police personnel, the District will reimburse the City for this expense;
- in addition to cancellation in the event of default, which default is not cured, and damage or destruction of the Field, either party may cancel the Agreement at any time without penalty, with a minimum of 60 days advance written notice; and
- the City and the Board shall indemnify and hold each other harmless, to the extent of the limitations included within Section 768.28, Florida Statutes.

The proposed amendment has been reviewed and approved by the School Board Attorney's Office and the Office of Risk and Benefits Management for legal sufficiency and risk management issues, respectively.

RECOMMENDED:

That the School Board of Miami-Dade County, Florida, authorize the Superintendent to:

- 1) finalize negotiations and execute a Second Amendment to the Amended and Restated Lease Agreement ("Agreement") Between the City of Homestead and the School Board, for use of a portion of Tom J. Harris Field, located at 1034 N.E. 8 Street, Homestead, Florida, for District high school football and soccer games, under, substantially, the terms and conditions noted above; and
- 2) execute any amendments to the Agreement within the authority granted to the Superintendent by the Board in the Agreement, and to grant or deny all approvals required under the Agreement, including renewing, extending, cancelling or terminating the Agreement, and placing the City in default, as may be applicable.

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