

Business Operations
J.E. Surash, P.E., Chief Business Officer

SUBJECT: AUTHORIZATION TO EXECUTE A NON-EXCLUSIVE USE AGREEMENT WITH THE VILLAGE OF PALMETTO BAY FOR USE OF BASEBALL FACILITIES BY MIAMI PALMETTO SENIOR HIGH SCHOOL

COMMITTEE: FACILITIES MANAGEMENT

Miami Palmetto Senior High School (School) does not currently have permanent baseball facilities for its boys baseball team. For several years, the School has used baseball facilities at Miami Dade College, Chapman Field and elsewhere for its home games and team practice. Given the School's continuing need for baseball facilities and the lack of available options, and because a large number of students from the School reside within the Village of Palmetto Bay (Village), the Village has agreed to enter into a non-exclusive use agreement (Agreement) with the Board for School use of Village baseball facilities at Coral Reef Park (Park), with the expectation that the Village and District will work together to find a permanent home field for the School during the three year term of the Agreement. Specifically, the School will have use of the northeast baseball field (Field 3) at the Park for its home games and team practice. The School will pay the Village \$300 weekly during baseball season to cover maintenance expenses related to its use of Field 3. The District currently has a number of similar agreements with other municipalities, with the District providing reimbursement of expenses created as a result of school use of park facilities.

The Village Council, at its meeting of October 7, 2003, adopted a resolution approving such an Agreement and authorizing the Village Manager to execute same.

The proposed Agreement will include, substantially, the following terms and conditions:

- a three-year term, with one one-year renewal option period, at the mutual agreement of the Village and Board;
- the Village shall be responsible for normal maintenance of Field 3, and the School shall pay the Village \$300 per week during baseball season for other maintenance specifically related to School use, including dragging the infield and lining the field;
- prior to the start of each baseball season, either party may terminate the Agreement without cause, by providing 30 days written notice to the other. During the baseball season, the Village may terminate without cause, with the termination to become effective at the end of the baseball season;

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- in addition to the other cancellation provision, either party shall have the right to terminate the Agreement in the event of material breach by the other party, which breach has not been cured within 24 hours of the date of receipt of written notice of breach from the party seeking termination. Said termination will be effective as of the end of the 24 hour period in the case of any uncured material breach;
- the School shall have use of Field 3 for the School's practice and home games during baseball season (January 15 – April 30) and tournaments (as a practice site only), on an as-needed basis (May 1 - May 30). The School will provide its proposed daily schedule of use to the Village prior to the start of the baseball season, and the parties will mutually determine the schedule for practice and games;
- the School will be given priority use of Field 3 during the following time periods: practice days from 3:00 p.m. to 6:00 p.m., weekday games from 2:00 p.m. to 6:30 p.m., and Saturday practice and games from 8 a.m. to noon. In no event may Field 3 be used for night practice or night games;
- the School shall be responsible for ensuring that the School and visiting team's players, staff and spectators comply with all School, Village, Board, and Park rules and regulations;
- the School shall provide security, at its expense, including such additional security as the parties may determine, such as off-duty police officers;
- the School shall conduct its events in an orderly manner and shall be responsible for controlling the conduct of its players, staff and spectators;
- the Village may make Field 3 available to other users, at times not scheduled for School use;
- the School may make capital improvements to Field 3, at its sole cost and expense, subject to the prior written approval of the Village Manager. In that event, the School shall retain responsibility for maintenance of the capital improvements so constructed;
- the Village shall retain ownership of any and all permanent improvements constructed by the School, such as backstops, dugouts, grass infield, etc., and the School shall retain ownership of any removable or temporary improvements, such as outfield fencing, pitching machines, etc.;
- the School shall be responsible for care and general cleanup of Field 3 as well as parking lots used for games and practices;

- the School may use the northeast parking lot of the Park located on S.W. 77th Avenue for games and practices. Parking in the residential areas surrounding the Park is strictly prohibited;
- the Board shall provide the Village with a letter of self-insurance providing coverage for the protection and indemnification of the Village and School with respect to any and all claims for bodily injury/property damage and automobile liability;] Revised
- the Village and the Board shall indemnify and hold each other harmless, to the extent of the limitations included within Section 768.28, Florida Statutes; and] Revised
- 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 proposed Agreement will be reviewed by the School Board Attorney's Office and the Office of Risk and Benefits Management prior to execution. The principal of Miami Palmetto Senior High School, and the ACCESS Center 5 Assistant Superintendent recommend approval of the Agreement.

RECOMMENDED:

That The School Board of Miami-Dade County, Florida, authorize the Superintendent or his designee to execute a Non-Exclusive Use Agreement with the Village of Palmetto Bay for the use of Coral Reef Park by Miami Palmetto Senior High School, at a weekly rate of \$300 during baseball season, for the 2004, 2005 and 2006 baseball seasons, and substantially in conformance with the terms and conditions set forth above.

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