

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

SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE A NON-EXCLUSIVE USE AGREEMENT WITH THE VILLAGE OF PALMETTO BAY FOR THE USE OF BASEBALL FACILITIES AT CORAL REEF PARK BY MIAMI PALMETTO SENIOR HIGH SCHOOL

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

LINK TO STRATEGIC PLAN: IMPROVE CONSTRUCTION SERVICES

Background Information

Since 2004, the District has utilized the baseball facilities at Coral Reef Park (Park) under a Non-Exclusive Use Agreement with the Village of Palmetto Bay (Village), to serve the baseball program at Miami Palmetto Senior High School (School). The School has use of one baseball field for its home games and team practice, and the School reimburses the Village \$300 weekly during baseball season to off-set Village maintenance expenses resulting from the School's use of the field. The current lease term will end May 30, 2009.

Proposed

The Village Council recently adopted a Resolution to enter into a new Non-Exclusive Use Agreement (Agreement) which would extend the lease term through May 30, 2012. Approval of the proposed Agreement by both parties will assure continued use of the Park facilities by the School. No physical improvements requiring the use of District funds are necessary as a result of the proposed Board action. The Agreement will include, substantially, the following terms and conditions:

- The term shall be for three years, from June 1, 2009 through May 30, 2012;
- During the first year (2009-2010), the School will continue to pay the Village \$300 per week during the baseball season for maintenance specifically related to School use. This amount will increase annually by 4% during each of the remaining two years;
- 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 baseball season, and in the event of termination by the Village, the Village will delay the effective date of such termination to the end of the then current baseball season;

- In addition to the other cancellation provisions, 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;
- The School shall have use of Field #3 for the School's practice and home games during baseball season (January 15-April 30), and as a tournament practice site, as-needed (May 1-May 30), 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;
- 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;
- The School may make capital improvements to Field #3, at its sole cost and expense, if so directed and approved by the School Board, subject to the prior written approval of the Village Manager. In that event, the School would retain responsibility for maintenance of the capital improvements so constructed;
- The School shall provide security, at its expense;
- 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;
- 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.; and
- 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 School principal and South Regional Center Superintendent have indicated a continuing need to use baseball facilities at the Park for the period ending May 30, 2012, and recommend approval of the 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.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the Superintendent to finalize negotiations and execute a Non-Exclusive Use Agreement with the Village of Palmetto Bay for the use of baseball facilities at Coral Reef Park by Miami Palmetto Senior High School, in conformance with the terms and conditions noted above.

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