

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

SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE AN AMENDMENT TO THE 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 PLANNING AND CONSTRUCTION

LINK TO STRATEGIC FRAMEWORK: FINANCIAL EFFICIENCY/STABILITY

Background Information

Since 2004, the District has utilized baseball facilities at Coral Reef Park (Park) as the home field for the Miami Palmetto Senior High School (School) baseball team under a Non-Exclusive Use Agreement with the Village of Palmetto Bay (Village). In 2009, the Board and the Village entered into a new Non-Exclusive Use Agreement (Agreement), which will expire May 30, 2012, and there are no renewal options available. No rent is assessed under the Agreement, but the District is obligated to reimburse the Village for maintenance expenses resulting from the School's use of the field. This amount was \$324.48 weekly during the 2011-12 baseball season, and is paid by the School. After verifying with the School Principal and the South Regional Center Superintendent that use of the baseball facilities are still required, District staff contacted Village staff and determined that the Village is willing to pursue an amendment to the Agreement (Amendment), in order to extend the term for three years (June 1, 2012 through May 30, 2015), under the same terms and conditions.

Proposed Amendment to Agreement to Extend Term

It is recommended that the term be extended for three years, from June 1, 2012 through May 30, 2015. Approval of the proposed amendment by both parties will assure continued use of the Park facilities by the School to serve its baseball program. No physical improvements requiring the use of District funds are necessary as a result of the proposed Board action. All other terms and conditions of the Agreement will remain unchanged, including the following:

- The School will pay the Village \$337.46 per week during the 2012-13 baseball season for maintenance specifically related to School use. This amount will increase 4% each year thereafter;

- 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. If the baseball season has already started, the Village may also terminate the Agreement without cause upon 30 days written notice, but the termination shall become effective at the end of the 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 only, 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; and
- The Superintendent is 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 the South Regional Center Superintendent have indicated a continuing need for the baseball facilities for the period ending May 30, 2015, and recommend approval of the Amendment. The proposed Amendment 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 an amendment to the 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, to extend the term until May 30, 2015, and in conformance with the other terms noted above. All other terms and conditions of the Agreement will remain unchanged.

IB:sj