

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

SUBJECT: THAT THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AUTHORIZE THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE:

- A. A JOINT USE AGREEMENT WITH MIAMI-DADE COUNTY (COUNTY), FOR USE BY THE COUNTY OF A VACANT BOARD-OWNED PARCEL, LOCATED AT SW 129 AVENUE AND 207 LANE, IN CONJUNCTION WITH THE ADJACENT COUNTY-OWNED MEDSOUTH PARK, FOR RECREATIONAL AND EDUCATIONAL PURPOSES; AND**
- B. A JOINT USE AGREEMENT WITH THE COUNTY FOR USE BY THE COUNTY OF A BOARD-OWNED PARCEL ADJACENT TO THE CORAL REEF SENIOR HIGH SCHOOL CAMPUS, KNOWN AS WALTER FERGUSON PARK, LOCATED AT SW 146 STREET AND 103 AVENUE, FOR RECREATIONAL AND EDUCATIONAL PURPOSES**

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

LINK TO STRATEGIC FRAMEWORK: FINANCIAL EFFICIENCY/STABILITY

Background

The School Board (Board) owns a 2.14-acre vacant parcel of land, located at SW 129 Avenue and 207 Lane (Board Site), immediately adjacent to the 4.5-acre Miami-Dade County (County) Medsouth Park (Park) (see location map 1). The District has no plans to develop the Board Site in the near term, but it is anticipated that the site will be used for the future construction of an Early Childhood Center or other similar facility as such a need arises. The major portion of the Park site consists of Natural Forrest Community and, as such, active recreation improvements are proposed to primarily be located along the perimeter of the site. The County has approached the District with a request to use the Board Site, in conjunction with the Park site, for public park purposes, pursuant to a Joint Use Agreement between the parties. Any improvements that the County seeks to make within the Board Site will be reviewed and approved by the District, to assure sufficient open space is retained within the Board Site to allow for future construction and operation of educational facilities. At such time as the Board develops the Board Site, the combined Park/School acreage (approximately 6.6 acres) will be available for joint use by the District.

The County has also expressed a desire to enter into a Joint Use Agreement with the Board for use of vacant Board-owned land, adjacent to the Coral Reef Senior High School campus (High School). This approximately 7-acre out-parcel, located at SW 146 Street and 103 Avenue (see location map 2), is known in the community as Walter Ferguson Park (Ferguson Park). Some improvements have been made to the area, including a walking path and landscaping. Use of this area for park purposes will not impact operations at the High School, and will relieve the District of ongoing maintenance responsibilities. Although not intended to be used by the District on a regular basis, the Ferguson Park site will be available for District use for either individual events/functions, or on an ongoing basis, should such a need arise.

Proposed Terms and Conditions of Joint Use Agreements

A. Board Site:

The proposed Joint Use Agreement with the County for joint use of the Board Site shall contain, substantially, the following terms and conditions:

- an initial term of five (5) years, with two renewal terms of five (5) years each, at the mutual agreement of the parties;
- the County shall pay an annual rent of \$1 to the Board;
- other than as stipulated below, the County shall have use of the Board Site at all times throughout the term of the Joint Use Agreement for recreational purposes;
- from time to time, the Board may request use of the Board Site for a special event or function or any other reason, with a minimum of 72 hours advance notice;
- the Board reserves the right, in its sole discretion, to use the Board Site on a regular and ongoing basis for recreational or educational purposes during regular school hours on regular school days by providing a minimum of 30 days advance written notice to the County. In addition, at such time as the Board develops the Board Site for educational purposes, the Board will initiate use of the combined Park/School acreage (approximately 6.6 acres) for recreational or educational purposes during regular school hours on regular school days. Thereafter, the parties, through their respective designees, shall meet prior to the start of each regular school year, or as soon thereafter as possible, to establish a mutually agreeable and reasonable schedule for use of the Park/School acreage;
- on a periodic basis, the parties, through their respective designees, may modify the exact areas of use and periods of use;
- the County may contract with not-for-profit parties to use the Board Site during the County's period of use, for County-sponsored recreational services and programs. In that event, the County shall be responsible for all maintenance, clean-up, risk management, supervision and other terms and conditions set forth in the Joint Use

Agreement, the same as if the County, itself, were utilizing the Board Site. The County shall require such entities or groups to provide liability insurance, insuring both the County and the Board, and shall provide evidence of same to the Board;

- the County shall be responsible, at the County's cost, for all maintenance and repair of the Board Site;
- the County shall be responsible for payment of all utilities relating to the use and operation of the Board Site;
- the County shall have the right to make non-substantive improvements or alterations to the Board Site, such as sodding, irrigation, picnic facilities, installation of play apparatus, play fields, hard surface game areas, outdoor fitness stations, sidewalks and trails, seating areas, fencing, signage and lighting, etc., all at the County's cost and expense, subject to the prior written approval of the Board or designee. In reviewing County requests for improvements, the Board will assure sufficient open space is retained within the Board Site to allow for future construction and operation of educational facilities. All work shall be performed in compliance with all applicable laws, rules and regulations. The District's Building Department shall be the entity responsible for reviewing and approving all construction documents, issuing permits for construction and providing final acceptance of the work;
- in addition to an event of default, which is not cured, either party may cancel the Joint Use Agreement, without cause or penalty, by giving the other party one-year prior written notice;
- the parties shall each indemnify and hold the other party harmless, to the extent of the limitations included within Florida Statutes, from all liability which may arise as a result of the other party's negligence, actions or failure to act under the terms of the Joint Use Agreement;
- 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;
- in the event of damage or destruction of all or portions of the Board Site, other than damage or destruction caused by the Board, the County may, at its sole option, either cancel the Joint Use Agreement, or repair or replace the damaged facilities, at the County's expense; and
- for purposes of the Joint Use Agreement, 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 Joint Use Agreement, including, without limitation, renewing, canceling and/or terminating the Joint Use Agreement, establishing use schedules, modifying the areas and periods of use, reviewing and approving all matters relating to

the County's construction of improvements on the Board Site and placing the County in default.

B. Ferguson Park:

The proposed Joint Use Agreement with the County for joint use of Ferguson Park shall contain, substantially, the following terms and conditions:

- an initial term of five (5) years, with two renewal terms of five (5) years each, at the mutual agreement of the parties;
- the County shall pay an annual rent of \$1 to the Board;
- other than as stipulated below, the County shall have use of Ferguson Park at all times throughout the term of the Joint Use Agreement for recreational purposes;
- from time to time, the Board may request use of Ferguson Park for a special event or function or any other reason, with a minimum of 72 hours advance notice;
- the Board reserves the right, in its sole discretion, to use Ferguson Park on a regular and ongoing basis for recreational or educational purposes during regular school hours on regular school days by providing a minimum of 30 days advance written notice to the County. Thereafter, the parties, through their respective designees, shall meet prior to the start of each regular school year, or as soon thereafter as possible, to establish a mutually agreeable and reasonable schedule for use of Ferguson Park;
- on a periodic basis, the parties, through their respective designees, may modify the exact areas of use and periods of use;
- the County may contract with not-for-profit parties to use Ferguson Park during the County's period of use, for County-sponsored recreational services and programs. In that event, the County shall be responsible for all maintenance, clean-up, risk management, supervision and other terms and conditions set forth in the Joint Use Agreement, the same as if the County, itself, were utilizing Ferguson Park. The County shall require such entities or groups to provide liability insurance, insuring both the County and the Board, and shall provide evidence of same to the Board;
- the County shall be responsible, at the County's cost, for all maintenance and repair of Ferguson Park;
- the County shall be responsible for payment of all utilities relating to the use and operation of Ferguson Park;
- the County shall have the right to construct recreational improvements on Ferguson Park, all at the County's cost and expense, subject to the prior written approval of the Board or designee. All work shall be performed in compliance with all applicable laws,

rules and regulations. The District's Building Department shall be the entity responsible for reviewing and approving all construction documents, issuing permits for construction and providing final acceptance of the work;

- in addition to an event of default, which is not cured, either party may cancel the Joint Use Agreement, without cause or penalty, by giving the other party one-year prior written notice;
- the parties shall each indemnify and hold the other party harmless, to the extent of the limitations included within Florida Statutes, from all liability which may arise as a result of the other party's negligence, actions or failure to act under the terms of the Joint Use Agreement;
- 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;
- in the event of damage or destruction of all or portions of Ferguson Park, other than damage or destruction caused by the Board, the County may, at its sole option, either cancel the Joint Use Agreement, or repair or replace the damaged facilities, at the County's expense; and
- for purposes of the Joint Use Agreement, 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 Joint Use Agreement, including, without limitation, renewing, canceling and/or terminating the Joint Use Agreement, establishing use schedules, modifying the areas and periods of use, reviewing and approving all matters relating to the County's construction of improvements on Ferguson Park and placing the County in default.

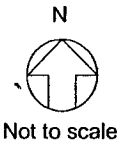
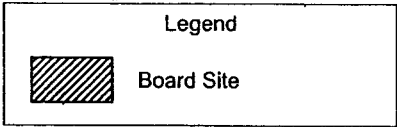
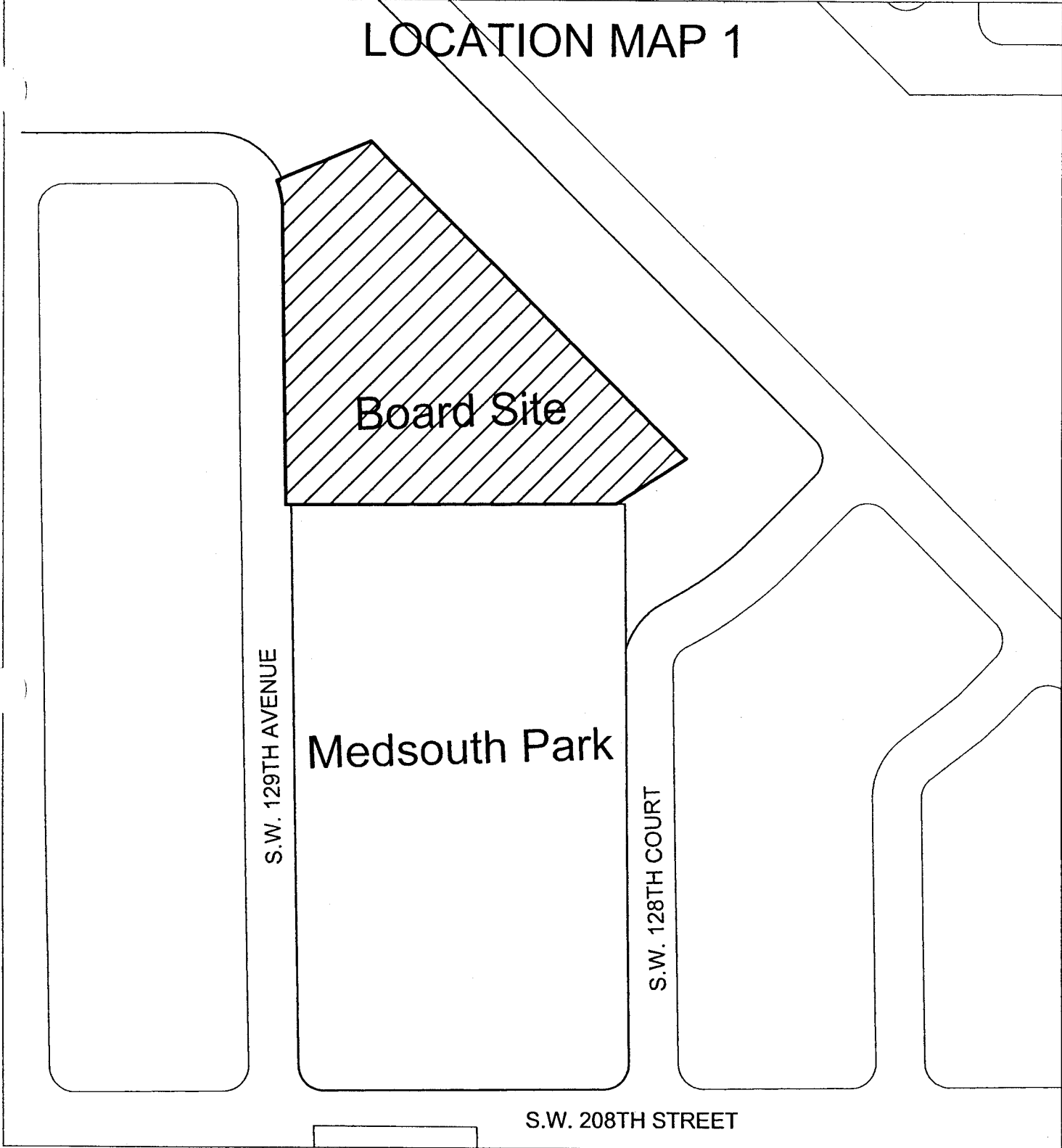
The two Joint Use Agreements will be reviewed by the School Board Attorney's Office and the Office of Risk and Benefits Management prior to execution. The Region Superintendent, South Region Office, concurs with the two proposed Joint Use Agreements for use of the Board Site and Ferguson; additionally, the High School Principal concurs with the proposed Joint Use Agreement for use of Ferguson Park.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the Superintendent to finalize negotiations and execute:

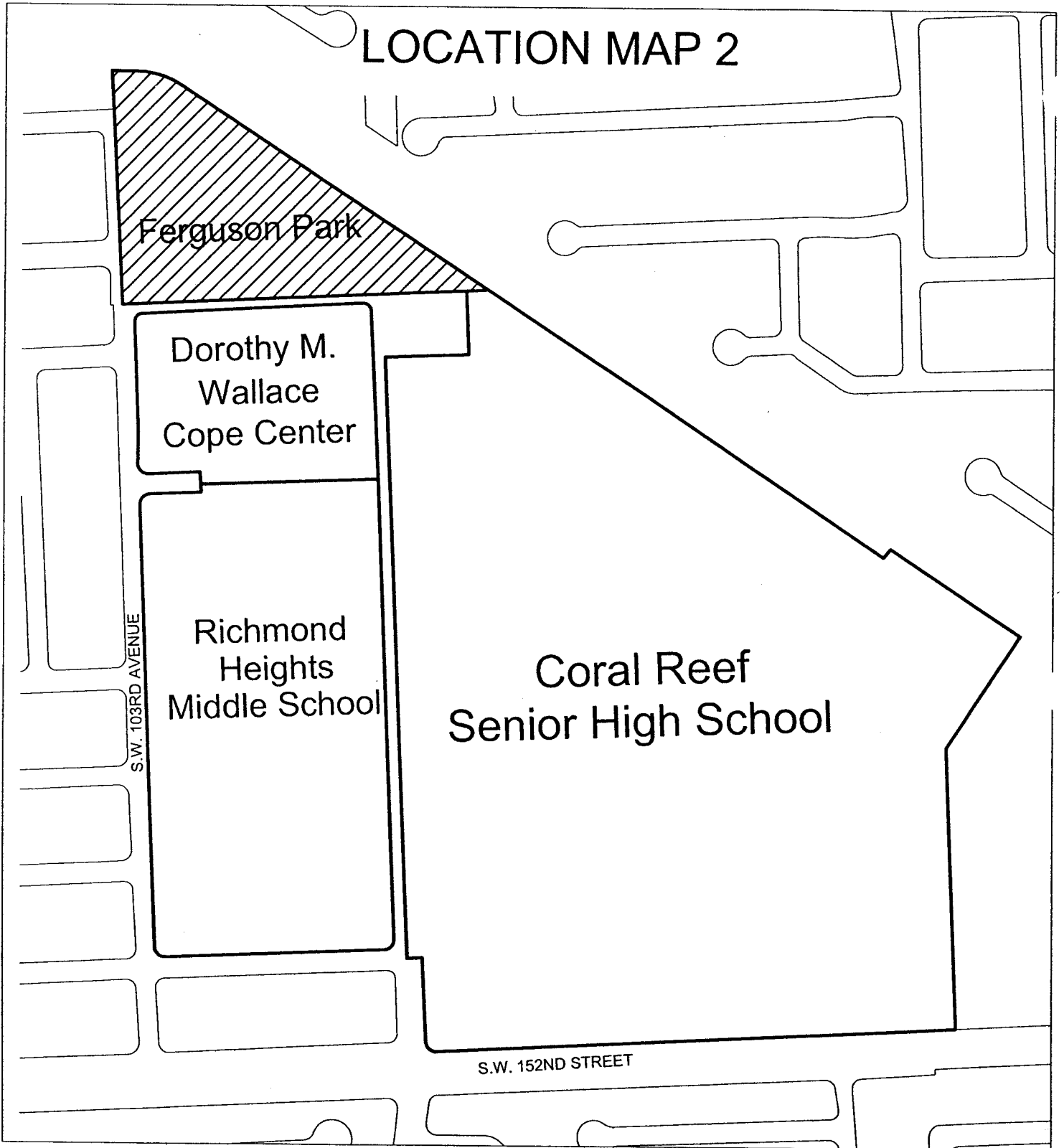
- 1) a Joint Use Agreement with Miami-Dade County (County), for use by the County of a vacant Board-owned parcel, located at SW 129 Avenue and 207 Lane, in conjunction with the adjacent County-owned Medsouth Park, for recreational and educational purposes, under, substantially, the terms and conditions noted above; and
- 2) a Joint Use Agreement with the County for use by the County of a Board-owned parcel adjacent to the Coral Reef Senior High School campus, known as Walter Ferguson Park, located at SW 146 Street and 103 Avenue, for recreational and educational purposes, under, substantially, the terms and conditions noted above.

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LOCATION MAP 1




LOCATION MAP 2



Legend

 Ferguson Park

N



Not to scale