

The proposed Successor Agreement with the City shall contain, substantially, the following terms and conditions:

- an initial term of ten (10) years, with one (1) ten-year renewal term, at the mutual agreement of the parties;
- the City shall pay an annual rent of \$1 to the Board;
- the Existing Agreement between the Board and City shall terminate effective with the commencement of the Successor Agreement;
- the City shall have use of the Site at all times for recreational and/or educational purposes;
- the Board reserves the right to use the Site during regular school hours on regular school days, and during summer school, for recreational and/or educational purposes, should such a need arise;
- the City shall accept the Site in its "as-is", "where-is" condition as of the commencement date of the Successor Agreement;
- in the event the District determines that there is a recurring need for use of the Site, 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 Site by each party;
- on a periodic basis, the parties, through their respective designees, may modify the exact areas of use and periods of use;
- the City may contract with not-for-profit parties to use the Site during the City's period of use, for City-sponsored recreational services and programs. In that event, the City shall be responsible for all maintenance, clean-up, risk management, supervision and other terms and conditions set forth in the Successor Agreement, the same as if the City, itself, were utilizing the Site. The City shall require such entities or groups to provide liability insurance, insuring both the City and the Board, as a pre-condition to its use, and shall provide evidence of same to the Board;
- the City may enter into a license agreement with the Society to provide for the renovation of an existing free standing building on the Site, and for the ongoing use and operation of the facility by the Miami Springs Historical Museum, subject to review and approval of the license agreement by the School Board Attorney's Office, the Office of Risk and Benefits Management and the Superintendent or his designee;
- the City shall be responsible for all costs of any type or nature relating to the use and operation of the Site, including all maintenance and repair, utilities, and

garbage/trash removal;

- the City shall have the right to construct additional recreational improvements on the Site, all at the City'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. Unless otherwise agreed to by the parties, 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 Successor 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 Successor 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 Site, other than damage or destruction caused by the Board, the City may, at its sole option, either cancel the Successor Agreement and vacate the Site, or repair or replace the damaged facilities, at the City's expense; and
- for purposes of the Successor 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 Successor Agreement, including, without limitation, renewing, canceling and/or terminating the Successor Agreement, establishing use schedules, modifying the areas and periods of use, reviewing and approving all matters relating to the City's construction of improvements on the Site, including renovation and use of the free standing building, and placing the City in default.

The Successor Agreement will be reviewed by the School Board Attorney's Office and the Office of Risk and Benefits Management prior to execution. The Region Superintendent, Central Region Office, concurs with entering into the Successor Agreement.

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

- 1) finalize negotiations and execute an agreement with the City of Miami Springs, for use of the School Board-owned site located at 501 East Drive, Miami Springs, for recreational and educational purposes under, substantially, the terms and conditions noted above; and
- 2) grant or deny all approvals required under the agreement, including renewing, cancelling or terminating the agreement; and
- 3) approve a license agreement between the City and the Miami Springs Historical Society, Inc., to provide for the renovation of an existing free standing building on the site, and for the ongoing use and operation of the facility by the Miami Springs Historical Museum, subject to review and approval by the School Board Attorney's Office and the Office of Risk and Benefits Management.

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