

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

SUBJECT: AUTHORIZE THE SUPERINTENDENT TO:

- 1) EXECUTE AN AMENDMENT TO THE JOINT USE AGREEMENT ("AGREEMENT") BETWEEN THE SCHOOL BOARD AND THE CITY OF DORAL ("CITY"), FOR JOINT USE OF ALL PARK AND SCHOOL SITES LOCATED WITHIN THE CITY; AND
- 2) GRANT OR DENY ALL APPROVALS REQUIRED UNDER THE AGREEMENT, INCLUDING AMENDING EXHIBIT "A" TO THE AGREEMENT, RENEWING, EXTENDING, CANCELING OR TERMINATING THE AGREEMENT, AND PLACING THE CITY IN DEFAULT, AS MAY BE APPLICABLE

COMMITTEE: FACILITIES AND CONSTRUCTION

LINK TO STRATEGIC FRAMEWORK: FINANCIAL EFFICIENCY/STABILITY

Background

The School Board ("Board") and the City of Doral ("City") entered into a Joint Use Agreement ("Agreement") in 2006 to allow both parties to jointly use all park sites and school sites located within the City for recreational purposes. Exhibit "A" of the Agreement lists the specific park and school sites approved for use by each party. The City recently approached the District requesting that Exhibit "A" be amended to include the City's use of portions of Dr. Rolando Espinosa K-8 Center ("K-8 Center"); specifically, use of the K-8 Center's hard courts, parking lots, P.E. shelter and playfield area during non-school hours. The City also wishes to use one (1) classroom at the K-8 Center one (1) day per week, subject to availability and approval of the K-8 Center principal.

Proposed Amendment to Agreement

The Deputy Superintendent/Chief Operating Officer, School Operations, recommends entering into an amendment ("Amendment") to the Agreement with the City to amend Exhibit "A" and modify other terms and conditions of the Agreement. Accordingly, it is recommended that the Agreement be amended to provide, substantially, the following terms and conditions:

- the existing Exhibit "A" to the Agreement shall be replaced with a new revised Exhibit "A" to reflect the City's use of portions of the K-8 Center (see attached revised Exhibit "A");
- the Board shall at all times retain the exclusive right to be the sole authorizer and recipient of revenue generators, in compliance with Board Policies, relating to school sites;
- the City shall at all times retain the exclusive right to be the sole authorizer and recipient of revenue generators, in compliance with City policies, relating to the park sites;
- the school administrator and park manager for each school or park site listed in Exhibit "A" shall meet prior to the start of each regular school year, as established through the Board's official school calendar, or as soon thereafter as possible, to establish a mutually agreeable and reasonable schedule for use of the park or school site. Such schedule of use may be modified from time to time throughout the school year by mutual agreement of the respective school administrator and park manager;
- the Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes, and the parties agree to comply with Florida's Public Records Laws and laws relating to records retention;
- the Agreement shall be deemed inferior and subordinate to any existing or future financing or conveyance by the Board of any school site or any portions thereof;
- in the event of any litigation between the parties under the Agreement, each party shall be responsible for its own attorney's fees and court costs through trials and appellate levels;
- each party shall represent that they have the full power to execute, deliver, and perform their respective obligations under the Agreement, as amended, and that the performance of each party's obligations under the Agreement have been duly authorized by all necessary actions of the parties, and do not contravene or conflict with any rules, regulations, policies or laws governing the parties, or any other agreement(s) binding on the parties. In addition, the individual(s) executing the Agreement have full authority to do so;
- the Agreement may be signed in any number of counterparts, each of which constitutes the agreement of the parties and each of which will be treated as an original;
- the Board will have use of individual school sites and all parking and recreational facilities located thereon, during regular school hours on regular school days,

unless otherwise agreed to by the parties. The Board will have use of individual park sites during these same school hours. In addition, the Board, at its sole option, may use school sites, or portions thereof, as required for special school events and functions, intramural sports, and summer school. The City shall have use of individual school sites at all other times;

- the City will have use of individual park sites and all parking and recreational facilities located thereon, during regular park hours, other than during the Board's period of use. In addition, the City, at its sole option, shall use park sites, or portions thereof, as required for special park events and functions;
- either party shall have the right to cancel the Agreement at will, without penalty, by giving the other party at least one year advance written notice. In addition, either party may cancel the Agreement if the other party defaults and fails to cure such default;
- unless specified to the contrary in the Agreement, each party shall be responsible for maintenance of its own sites. In addition, the Board and City shall each be responsible for removal of trash and litter generated during their respective periods of use from both the school and park sites;
- for purposes of the Agreement, the Superintendent of Schools or his/her designee shall be the party designated by the Board to grant or deny all approvals required by the Agreement dealing with construction of improvements, changing periods or schedules of use, and City use of school sites for City events; and
- in addition to the above, for purposes of the Agreement, the Superintendent of Schools shall be the party designated by the Board to grant or deny any approvals required by the Agreement, including without limitation, amending any exhibits to the Agreement, adding or deleting school or park sites, authorizing use of a school site by a not-for-profit party or entity, placing the City in default, or renewing, extending, canceling or terminating the Agreement.

The proposed Amendment to the Agreement has been reviewed by the School Board Attorney's Office and the Office of Risk and Benefits Management for legal sufficiency and risk management issues, respectively, and found to be in compliance. A copy of the proposed Amendment to the Lease Agreement has been placed on file with the Citizen's Information Center and the Office of the Recoding Secretary.

RECOMMENDED:

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

- 1) execute an amendment to the Joint Use Agreement ("Agreement") between the School Board and the City of Doral ("City") for joint use by the City and School Board of all park and school sites located within the City, under, substantially, the terms and conditions noted above; and
- 2) grant or deny all approvals required under the Agreement, including modifying Exhibit "A" to the Agreement, and renewing, extending, canceling or terminating the Agreement, and placing the City in default, as may be applicable.

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EXHIBIT "A"

John I. Smith K-8 Center (10415 NW 52 Street):

- The CITY shall have use of the school hard courts, parking lot, P.E. shelter, and playfield area and shall have access across non-secured portions of the school campus, as a means of ingress/egress to the DEMISED PREMISES (see attached sketch). Further, as provided in Article 3E of the Agreement, the CITY shall control public access to the DEMISED PREMISES during its period of use by opening and closing/locking gates as required, and shall remove all unauthorized vehicles from school parking facilities, resulting from the CITY'S use of the DEMISED PREMISES, prior to the BOARD'S next period of use.
- Other than the above, the CITY'S period of use, maintenance responsibilities and all other terms and conditions shall be as set forth in the Agreement.

Eugenia B. Thomas Elementary School (5950 NW 114 Avenue):

- The CITY shall have use of the school hard courts, parking lot, P.E. shelter, and playfield area and shall have access across non-secured portions of the school campus, as a means of ingress/egress to the DEMISED PREMISES (see attached sketch). Further, as provided in Article 3E of the Agreement, the CITY shall control public access to the DEMISED PREMISES during its period of use by opening and closing/locking gates as required, and shall remove all unauthorized vehicles from school parking facilities, resulting from the CITY'S use of the DEMISED PREMISES, prior to the BOARD'S next period of use
- Other than the above, the CITY'S period of use, maintenance responsibilities and all other terms and conditions shall be as set forth in the Agreement.

BOARD site housing John I. Smith K-8 Center, Ronald W. Reagan/Doral Senior Annex and Central Region Office (5005 NW 112 Avenue):

- The CITY shall have use of the school hard courts, parking lot, P.E. shelter, and playfield area and shall have access across non-secured portions of the school campus, as a means of ingress/egress to the DEMISED PREMISES (see attached sketch). Further, as provided in Article 3E of the Agreement, the CITY shall control public access to the DEMISED PREMISES during its period of use by opening and closing/locking gates as required, and shall remove all unauthorized vehicles from school parking facilities, resulting from the CITY'S use of the DEMISED PREMISES, prior to the BOARD'S next period of use.

- Other than the above, the CITY'S period of use, maintenance responsibilities and all other terms and conditions shall be as set forth in the Agreement.

Ronald W. Reagan/Doral Senior (8600 NW 107 Avenue)

- Subject to the provisions of Article 3A of the Agreement, the CITY shall have use of the school's South and North parking lots, gymnasium, auditorium, baseball field, football/soccer field, softball field, tennis courts, racquetball courts and basketball courts, and shall have access across non-secured portions of the school campus, as a means of ingress/egress to the DEMISED PREMISES (see attached sketch). Further, as provided in Article 3E of the Agreement, the CITY shall control public access to the DEMISED PREMISES during its period of use by opening and closing/locking gates as required, and shall remove all unauthorized vehicles from school parking facilities, resulting from the CITY'S use of the DEMISED PREMISES, prior to the BOARD'S next period of use.
- During any period of CITY use, maintenance responsibilities and all other terms and conditions shall be as set forth in the Agreement.

Dr. Rolando Espinosa K-8 Center (11250 NW 86 Street)

- The CITY shall have use of the school hard courts, parking lots, P.E. shelter, and playfield area and shall have access across non-secured portions of the school campus, as a means of ingress/egress to the DEMISED PREMISES (see attached sketch). Further, as provided in Article 3E of the Agreement, the CITY shall control public access to the DEMISED PREMISES during its period of use by opening and closing/locking gates as required, and shall remove all unauthorized vehicles from school parking facilities, resulting from the CITY'S use of the DEMISED PREMISES, prior to the BOARD'S next period of use.
- In addition, the CITY may request use of one (1) school classroom one (1) day per week, with a minimum of forty-eight (48) hours advance notice to the school administrator, subject to availability and approval of the school administrator. Approval of such requests shall not be unreasonably withheld, provided such use does not conflict with the BOARD or school's operations or previous obligations. The CITY shall provide proper supervision during its period of use and shall comply with all terms and conditions of the Agreement, including without limitation, Article 3 thereof.
- Other than the above, the CITY'S period of use, maintenance responsibilities and all other terms and conditions shall be as set forth in the Agreement.

Morgan Levy Park (5300 NW 102 Avenue):

- The BOARD shall have use of the entire park site and all parking and recreational facilities located thereon (with the exception of the tennis courts,

which must be scheduled with the CITY), to serve John I. Smith Elementary School.

- In addition, the CITY intends to construct a parent drop-off/pick-up facility on the portion of the park located adjacent to the school, in compliance with Article IVA of the Agreement. Subsequent to completion of construction, the school shall have use of the drop-off/pick up facility for John I. Smith Elementary School, during hours to be mutually agreed upon between the school administrator and the CITY.
- The indicated schools shall use this location at scheduled days and times through prearranged scheduling with the CITY. Use of premises requested by the school administrator shall be made within ten (10) business days concerning the scheduling of events, athletic and recreational program(s), and other activities. The CITY property will then be used upon approval.
- Other than the above, the BOARD'S period of use, maintenance responsibilities and all other terms and conditions shall be as set forth in the Agreement.

Doral Meadow Park (11555 NW 58 Street):

- The BOARD shall have use of the entire park site and all parking and recreational facilities located thereon to serve Eugenia B. Thomas Elementary School.
- In addition, the BOARD shall have use of the existing park parking lot located adjacent to the school for a drop-off/pick up facility for Eugenia B. Thomas Elementary School, during hours to be mutually agreed upon between the school administrator and the CITY.
- The indicated schools shall use this location at scheduled days and times through prearranged scheduling with the CITY. Use of premises requested by the school administrator shall be made within ten (10) business days concerning the scheduling of events, athletic and recreational program(s), and other activities. The CITY property will then be used upon approval.
- Other than the above, the BOARD'S period of use, maintenance responsibilities and all other terms and conditions shall be as set forth in the Agreement.

JC Bermudez Park (3000 NW 87 Avenue):

- The BOARD may request use of any portion of the facility, on an "as needed" basis, by scheduling such use with the Park Manager with a minimum of 48-hours advance notice.

- The indicated schools shall use this location at scheduled days and times through prearranged scheduling with the CITY. Use of premises requested by the school administrator shall be made within ten (10) business days concerning the scheduling of events, athletic and recreational program(s), and other activities. The CITY property will then be used upon approval.
- During any period of BOARD use, maintenance responsibilities and all other terms and conditions shall be as set forth in the Agreement.