

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

SUBJECT: AUTHORIZE THE SUPERINTENDENT TO:

- 1) EXECUTE A JOINT USE AGREEMENT WITH NORTH BAY VILLAGE ("VILLAGE"), A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, FOR USE OF THE BASKETBALL COURT AT TREASURE ISLAND ELEMENTARY SCHOOL, LOCATED AT 7540 EAST TREASURE DRIVE, NORTH BAY VILLAGE, FLORIDA 33141; AND
- 2) FINALIZE NEGOTIATIONS AND EXECUTE ANY OTHER DOCUMENTS THAT MAY BE REQUIRED TO EFFECTUATE IMPLEMENTATION OF THE JOINT USE AGREEMENT; AND
- 3) GRANT OR DENY ALL APPROVALS REQUIRED UNDER THE JOINT USE AGREEMENT, INCLUDING RENEWING, EXTENDING, CANCELLING OR TERMINATING THE JOINT USE AGREEMENT, AND PLACING THE VILLAGE IN DEFAULT, AS MAY BE APPLICABLE

COMMITTEE: FACILITIES AND CONSTRUCTION

LINK TO STRATEGIC BLUEPRINT: EFFECTIVE AND SUSTAINABLE BUSINESS PRACTICES

Background

In the interest of providing recreational programs, activities and facilities for the use and benefit of both the students of Treasure Island Elementary School ("School") and residents of North Bay Village ("Village"), the Village approached the District with a request to enter into a Joint Use Agreement ("Agreement") for the basketball court area at the School (see Exhibit "A"). Agreement has been reached on proposed terms and conditions of the Agreement, including provisions for the Village to fund certain improvements to the basketball court area necessary for the Village to operate its recreational activities. Additional improvements to the basketball court area are currently scheduled to be completed by the District as a part of the School's GOB funded Year 4 Project. All basketball court improvements will be completed by the District, with the Village to reimburse the District for Village requested work. The Commission of North Bay Village authorized entering into the

Agreement at its meeting of April 12, 2016.

Proposed Joint Use Agreement

The Deputy Superintendent/Chief Operating Officer, School Operations, recommends entering into an Agreement with the Village for the joint recreational use of the basketball court area of the School, under, substantially, the following terms and conditions:

- an initial term of ten (10) years;
- either party shall have the right to extend the Agreement, under the same terms and conditions, for two (2) additional terms of five (5) years each from the expiration of the original term or any renewal, with the mutual agreement of the other Party, and provided such Party gives written notice to the other Party at least sixty (60) days prior to the expiration of the then current term;
- rent at \$1 per year;
- the District shall have full control, custody, right and use of the basketball court area during regular school hours on regular school days, during any School-run After-Care Program and during summer school, as established annually through the Board's approved Elementary School Calendar, or by the School;
- the Village shall have full control, custody, right and use of the basketball court area at all other times throughout the term of the Agreement. In addition to its own utilization of the basketball court area, the Village shall have the option of contracting with not-for-profit parties to use the area to provide Village sponsored recreational services and programs during the Village's period of use;
- the District shall resurface the basketball court and install new basketball poles/backboards as a part of the School's GOB funded Year 4 Project;
- at the request of the Village, the District shall also install new, or repair existing, basketball court lighting, and install fencing necessary to provide proper School security ("Village Improvements"), with the Village to reimburse the Board for the Village Improvements in an amount not-to-exceed Thirty Thousand Dollars (\$30,000);
- the Village, at the Village's expense, shall be responsible for all maintenance, repair and upkeep of the Village Improvements. The District shall be responsible for all maintenance, repair and upkeep of all other recreational facilities located within the basketball court area;
- the Village shall install separate electrical service and/or meters in its name to service the basketball court lighting, and shall pay for such service at its sole cost and expense;

- the Village and Board shall indemnify and hold the other harmless, to the extent of the limitations included within Florida Statutes, Section 768.28;
- the Board and Village may each cancel the Agreement at any time, without penalty, by giving the other written notice 180 days prior to the effective date of said cancellation. The Board may also cancel the Agreement in the event of default by the Village, which default is not cured within the applicable timeframes, or in the event of damage or destruction caused by the Village;
- 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 the Village Improvements, or changing periods or schedules of use; 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, placing the Village in default, or renewing, extending, canceling or terminating the Agreement.

The proposed Joint Use 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.

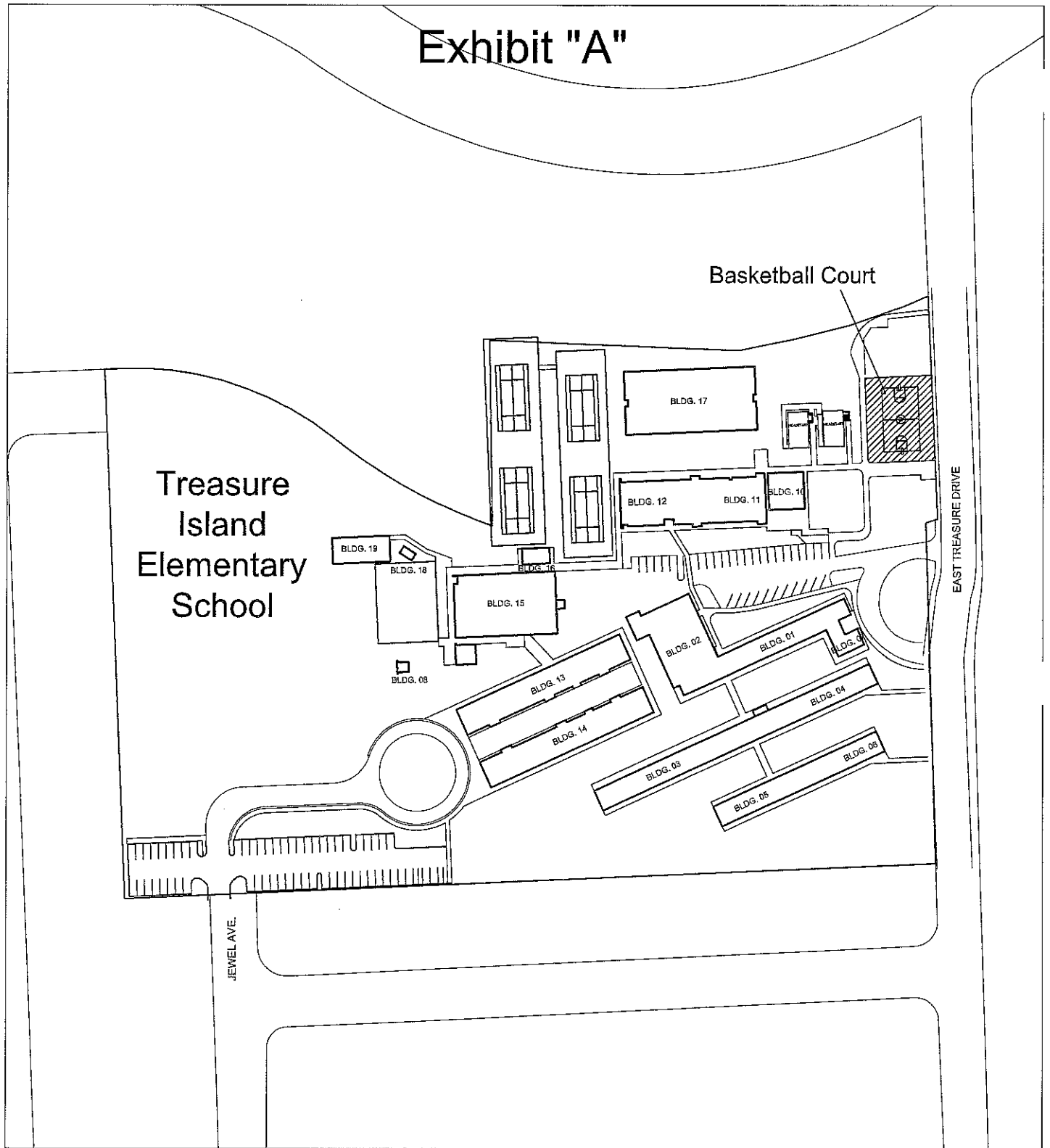
RECOMMENDED:

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

1. execute a Joint Use Agreement with North Bay Village, a political subdivision of the State of Florida, for use of the basketball court at Treasure Island Elementary School, located at 7540 East Treasure Drive, North Bay Village, Florida 33141, under, substantially, the terms and conditions noted above; and
2. finalize negotiations and execute any other documents that may be required to effectuate implementation of the Joint Use Agreement; and
3. grant or deny all approvals required under the Joint Use Agreement, including renewing, extending, canceling or terminating the Joint Use Agreement, and placing the Village in default, as may be applicable.

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Exhibit "A"




Treasure
Island
Elementary
School

Basketball Court

EAST TREASURE DRIVE

JEWELL AVE.

Legend

 Demised Premises



Not to scale