



of the facility until the District removes its vehicles. The City has verified that the existing condition of the Basketball Court and its continued use during business hours by District staff for vehicular parking, will not negatively impact the City's ability to use the facility for recreational purposes during its period of use.

#### Proposed Joint Use Agreement

The Deputy Superintendent/Chief Operating Officer, School Operations, recommends entering into a Joint Use Agreement ("JUA") with the City for the Basketball Court area of the Center, under, substantially, the following terms and conditions:

- an initial term of ten (10) years;
- the City shall have the right to extend the JUA, 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, subject to the approval of the Board, and provided the City gives written notice to the Board 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 from 7:00 a.m. to 5:00 p.m., Monday through Friday, on all days that the Center is open and operating. The City acknowledges and agrees that the Board shall continue to use the Basketball Courts for staff and visitor parking during its period of use;
- the City shall have full control, custody, right and use of the Basketball Court area at all other times exclusively for recreational purposes. In addition to its own utilization of the Basketball Court area, the City shall have the option of contracting with qualified not-for-profit parties to use the area to provide City sponsored recreational services and programs during the City's period of use;
- the City shall accept the Basketball Court in its "as-is" condition, but retains the right, at its expense, to resurface the court area, install perimeter fencing around the court area, repair or install court lighting and repair the basketball goals and posts;
- until such time as the City makes improvements to the Basketball Court area, if any, the District, at its expense, will maintain the existing court surface to facilitate vehicular parking and a safe walking surface for all users. The City, at its expense, shall maintain recreational improvements located on the court (i.e. basketball goals and posts);
- in the event the City installs court lighting, the City shall provide separate electrical service and/or meters in its name, and shall pay for such service at its sole cost and expense. If court lighting is installed by the City and the Center requests use of the lighting for Center purposes, the District will reimburse the City for its proportional

share of the electrical service charges;

- in addition to default and damage and destruction, either party may cancel the agreement without cause or penalty with 180 days advance notice;
- the City and Board shall indemnify and hold the other harmless, to the extent of the limitations included within Florida Statutes, Section 768.28;
- 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 routine operations, construction of improvements within the Basketball Court area, or changing periods or schedules of use by either party; 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 City in default, or renewing, extending, canceling or terminating the Agreement.

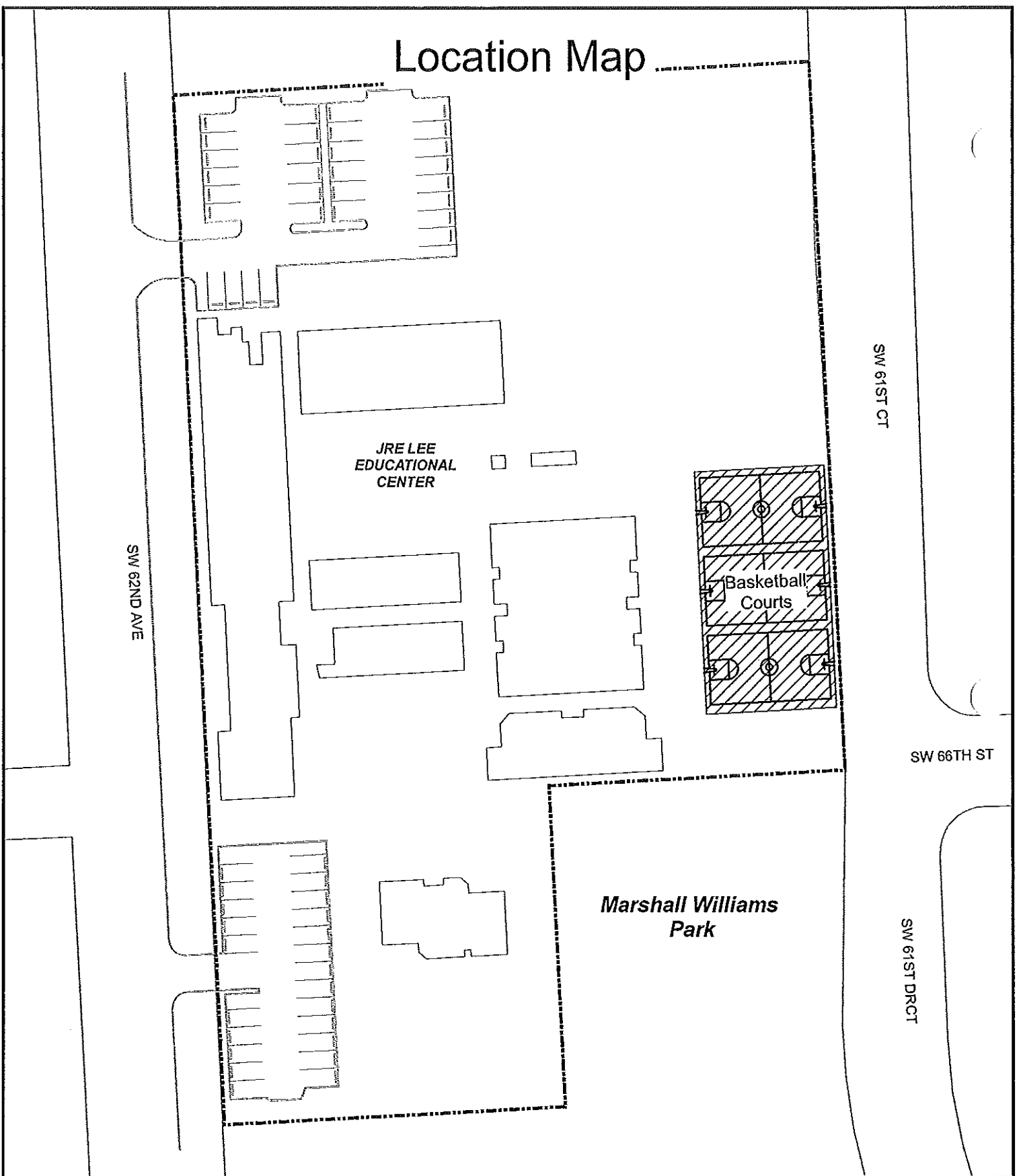
The proposed Joint Use Agreement has been reviewed by the School Board Attorney's Office and the Office of Risk and Benefits Management for legal sufficiency and risk management issues, respectively, and found to be in compliance.

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


- 1) execute a Joint Use Agreement with the City of South Miami ("City"), a Municipal Corporation of the State of Florida, for use of the basketball court at the former J.R.E. Lee Educational Center, located at 6521 S.W. 62 Avenue, South Miami, Florida 33143, 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 amending any exhibits, renewing, extending, canceling or terminating the Joint Use Agreement, and placing the City in default, as may be applicable.

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# Location Map



**Legend**

 Demised Premises

