

Office of School Facilities  
Raul F. Perez, Chief Facilities Design & Construction Officer

**SUBJECT:            AUTHORIZE THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE A MASTER JOINT USE AGREEMENT BETWEEN THE SCHOOL BOARD AND THE CITY OF HIALEAH (“CITY”), TO MAKE DESIGNATED CITY PARK SITES AND DESIGNATED SCHOOL SITES LOCATED WITHIN THE CITY AVAILABLE TO BOTH PARTIES FOR RECREATIONAL AND EDUCATIONAL PURPOSES**

**COMMITTEE:        FACILITIES AND CONSTRUCTION**

**LINK TO STRATEGIC PLAN:               EFFECTIVE AND SUSTAINABLE OPERATIONAL PRACTICES**

Background

Currently, the Board and City of Hialeah (“City”), have in place a number of individual Joint Use Agreements, Lease Agreements and other similar agreements to provide for use of Board-owned and/or City-owned recreational facilities by District students and members of the community (“Existing Agreements”). Since most of the Existing Agreements are decades old, updates are in order and in the best interest of the parties. District and City staff have developed a proposed Master Joint Use Agreement (“MJUA”) that will replace the majority of the individual Existing Agreements with one uniform consolidated document. In addition to addressing current uses, the proposed MJUA would authorize the Superintendent to add or delete park sites and school sites from time to time as operational requirements of the District and City demand.

The Board currently has similar agreements in place with Miami-Dade County, City of Miami Gardens, City of Doral and City of Hialeah Gardens, which allow potential use by the parties of any park or school located within that municipality, in accordance with the terms and conditions of each specific agreement. The proposed MJUA with the City would be similar in nature.

Proposed Master Joint Use Agreement

The Chief Facilities Design & Construction Officer, and Chief Operating Officer, School Operations, recommend entering into the proposed MJUA. Accordingly, it is recommended that the Board authorize the Superintendent to finalize negotiations and execute the proposed MJUA with the City, under, substantially, the following terms and conditions:

- the term of the MJUA shall be for a period of forty (40) years, with two (2) available five (5) year extensions, at the mutual agreement of the parties;
- effective with the Commencement Date of the MJUA, the specific area of each designated school site and park site to be used by the parties (the “Demised Premises”) shall be attached to the MJUA as an exhibit (the “Demised Premises Exhibit”), which shall include specific operational and maintenance requirements, if any, on a site-by-site basis;
- mutually agreed upon Existing Agreements will be replaced by the MJUA, and shall automatically terminate concurrent with the Commencement Date of the MJUA;
- the parties shall pay each to the other as consideration for the use and occupancy of the park sites and school sites, the sum of \$1 per year as rent;
- subsequent to the Commencement Date of the MJUA, the Superintendent shall be authorized to terminate any Existing Agreements not initially covered under the MJUA, in order to include those locations under the MJUA. In addition, the Superintendent shall be authorized to modify the MJUA and Demised Premises Exhibit for the purpose of adding or deleting park sites and school sites;
- unless otherwise agreed to by the parties on a site-by-site basis, the District will have full control, custody, right and use of the individual school sites included under the MJUA, including all ancillary, parking and recreational facilities located thereon, during regular school hours (as such hours are determined by each School Administrator) on regular school days. The District will also use the school sites as may be required for athletic or other practices, home games, pre-scheduled tournaments, as well as special events and functions, intramural sports, extracurricular athletics/activities and summer school. The City shall have full control, custody, right and use of the designated portions of the school sites on weekdays after regular school hours, and on weekends and School Holidays;
- in addition to its own utilization of a school site, the City shall have the option of contracting with not-for-profit and recreation service providers to use the school site to provide City-sponsored recreational services and programs to the general public during the City’s period of use of the school site;
- unless otherwise agreed to by the parties on a site-by-site basis, the District shall have full control, custody, right and use of the designated portions of the park sites included under the MJUA during regular school hours on regular school days. The City shall have full control, custody, right and use of the individual park sites and all parking and recreational facilities located thereon, at all other times;

- in addition to its own utilization of a park site, the District shall have the option of contracting with not-for-profit and recreation service providers to use the park site to provide District-sponsored recreational services and programs to the general public during the District's period of use of the park site;
- the City may seek use of a school site, from time to time, for special City sponsored events and functions, and the District may seek use of a park site, from time to time, for special District sponsored events and functions;
- both parties will continue to be able to make recreational or educational improvements to their own properties, and to seek permission to make recreational improvements to the other party's property;
- unless otherwise agreed to by the parties on a site-by-site basis, each party shall be responsible for maintaining recreational improvements located on their own property, and paying all utility costs;
- a Joint Use Committee shall be established as of the Commencement Date of the MJUA, with assigned City and District staff, to coordinate and make recommendations related to park/school issues under the MJUA;
- in addition to an event of Default, which is not cured, the MJUA may be cancelled in its entirety by either party by providing the other party with a minimum of one (1) year prior written notice. Individual park sites and school sites may be cancelled by either party with ninety (90) days prior written notice. Other than cancellation for cause, should the MJUA or individual sites be cancelled, the party canceling the agreement shall reimburse the other party for any capital improvements constructed by the other party on the canceling party's land, as applicable, with the capital costs amortized equally over a sixty (60) month period;
- unless otherwise agreed to by the parties on a site-by-site basis, in the event of damage or destruction of the Demised Premises, the property owner shall cause the impacted educational or recreational improvements to be repaired and placed in a safe, secure and useable condition and compatible for school and park recreational use, within one hundred eighty (180) days from the date of said damage or destruction, or other reasonable period of time as mutually agreed to by the parties;
- for purposes of the MJUA, the Superintendent of Schools or his/her designee shall be the party designated by the Board to grant or deny any and all approvals required under the agreement, including, modifying the areas or periods of use, reviewing and approving all matters relating to the City's construction of improvements on school sites, and any other operational issues; and

- in addition to the above, the Superintendent of Schools shall also be the party designated by the Board to execute Due Diligence Agreements (if requested by the City to facilitate site investigations), terminate Existing Agreements with the City, authorize construction of improvements on school sites by the City, execute amendments to the MJUA within the authority granted to the Superintendent by the Board in the MJUA, and to grant or deny any approvals required by the MJUA, including cancellation and/or termination of the MJUA, placing the City in default, adding park sites and school sites to the agreement or deleting park sites and school sites from the Agreement, and cancellation or termination of the MJUA.

The proposed MJUA will be reviewed by the School Board Attorney's Office and the Office of Risk and Benefits Management for legal sufficiency and risk management issues, respectively, prior to execution.

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

1. finalize negotiations and execute a Master Joint Use Agreement ("MJUA") between the School Board and the City of Hialeah ("City"), to make designated City park sites and designated school sites located within the City available to both parties for recreational and educational purposes, under, substantially, the terms and conditions noted in the agenda item;
2. finalize negotiations and execute any other documents or agreements necessary to effectuate the MJUA, including Due Diligence Agreements if requested by the City to facilitate site investigations, terminating Existing Agreements with the City, and executing amendments to the MJUA within the authority granted to the Superintendent by the Board in the MJUA ; and
3. grant or deny all approvals required under the MJUA, including, without limitation, authorizing construction of recreational improvements within the demised premises, cancelling or terminating the MJUA, modifying the MJUA from time to time to add or deleted individual park sites or school sites, and placing the City in default, as may be applicable.