

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

SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE AN AMENDMENT TO THE JOINT USE AGREEMENT BY AND BETWEEN THE SCHOOL BOARD AND THE TOWN OF MIAMI LAKES, FOR USE OF RECREATIONAL FACILITIES AT MIAMI LAKES MIDDLE SCHOOL, LOCATED AT 6425 MIAMI LAKEWAY NORTH, MIAMI LAKES, FLORIDA

COMMITTEE: FACILITIES AND CONSTRUCTION

LINK TO STRATEGIC PLAN: EFFECTIVE & SUSTAINABLE OPERATIONAL PRACTICES

Background

Since 2002, the Board has leased approximately 18-acres of the Miami Lakes Middle School ("School") playfield, located at 6425 Miami Lakeway North ("School Playfield"), to the Town of Miami Lakes ("Town") for public park purposes. In addition, the Town owns an adjacent approximate 9-acre parcel of land, and the combined parcels are operated collectively as Miami Lakes Park ("Park"). The School uses the Park during school hours for its recreational program, and the Town operates the Park at all other times for public recreational purposes. The Board-owned land was previously leased to Miami-Dade County for park purposes beginning in 1971. The Town subsequently incorporated in 2002 and assumed ownership of the 9-acre County-owned parcel and operation of the Park, under the above referenced Joint Use Agreement with the Board.

The Park averages well over 1,000 users per day, providing open green space, baseball fields, tennis and basketball courts for community use. The Town proposes to redesign and construct substantial upgrades, including an exercise trail with stations, drinking fountains, benches, bleachers, new tennis court fencing and seating, realignment of the baseball/softball fields, irrigation, new sports field lighting, central concession/restrooms facility, an airnasium (covered outdoor basketball court), new basketball courts, additional parking and existing parking lot enhancements. The proposed construction cost is estimated at \$23,000,000. The Town is exploring funding these improvements via a general obligation bond that is projected to go to a vote at the November 2022 General Election. The estimated construction timeline is 365 days from the notice to proceed date, which is tentatively projected for Summer 2023.

The current term of the Joint Use Agreement will expire on November 12, 2042. The proposed amendment to the Joint Use Agreement will extend the term through March

31, 2062, given the substantial investment by the Town and need for assurance that the Town will have use of the improvements for their useful life. In addition, the Town is requesting that the Board waive the ability for the District to cancel the Joint Use Agreement at will. If approved by the Superintendent, the agreement may only be cancelled by the District in the event of an uncured default by the Town, or damage and destruction to the improvements that the Town chooses not to repair or replace. The amendment will also include additional provisions necessary to comply with current Board policy and standard lease provisions, as detailed below.

Proposed Amendment to Joint Use Agreement

The Chief Operating Officer, School Operations, recommends entering into an amendment to the Joint Use Agreement (“Amendment”) with the Town for this purpose. Accordingly, it is recommended that the Board authorize entering into an amendment to the Joint Use Agreement (“Amendment”), under, substantially, the following terms and conditions:

- The term of the Joint Use Agreement shall end four hundred eighty (480) months from the date the last of the Parties executes the Amendment, but in no event later than March 31, 2062, unless extended or terminated sooner as provided for in the Agreement;
- The Town shall have the right to extend the Joint Use Agreement, under the same terms and conditions, for two (2) additional terms of ten (10) years from the expiration of the original term or then current term, at the Board’s sole option, not to be unreasonably denied;
- The Town is requesting that the Board waive the ability for the District to cancel the Joint Use Agreement at will. If approved by the Superintendent, the Joint Use Agreement may only be cancelled by the District in the event of an uncured default by the Town, or damage and destruction to the improvements that the Town chooses not to repair or replace;
- The Town shall modify the existing improvements and/or construct new improvements, at the Town’s sole cost and expense, as substantially depicted in Attachment One (the “Work”);
- An area immediately north of the School (labeled as ‘Future School Development’ on Attachment One), shall be retained as a grassy open space. The Board, at its sole option, may at any time utilize this area for the construction and operation of additional educational facilities, at which time that area shall no longer be available for use by the Town under the Joint Use Agreement;
- Given the nature and scope of the Work, the Town’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.

However, the Board shall have the right, but not the obligation, to review all construction documents related to the Work to ensure the documents were prepared in accordance with all applicable laws, rules, regulations, statutes and codes, including without limitation, District design criteria, specifications and safety codes, the State Requirements for Educational Facilities and the Florida Building Code, and the Town shall be responsible for payment to the Board of the cost to be borne by the Board for such plan review;

- The Town shall complete the Work within 365 days, failing which, the Board may place the Town in default. The Superintendent may grant an extension, at his option, not to be unreasonably withheld. Once the Work is complete, the Board shall own all improvements constructed within the School Playfield;
- Subsequent to completion of the Work by the Town, the Board shall have full control, custody, right and use of the Park and all parking and recreational facilities located thereon, during regular school hours on regular school days during the academic school year, as set forth annually in the Board's official Elementary and Secondary School Calendar;
- In addition, the Board, at its sole option, may use the School Playfield, or portions thereof, 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, during which time it shall have full control, custody, right and use of same;
- As a material inducement to the Board to enter into this Amendment, the District shall have use of the high school regulation size baseball field to be constructed by the Town within the Park (including, but not limited to, batting cages, parking lots and bathroom facilities) to serve public high schools in the vicinity of the Park, for practice and home game activities, under a mutually agreed upon schedule of use;
- The parties acknowledges and agrees that the parties shall comply with Miami-Dade County Emergency Orders, as well as any other local, County, State, School Board or Federal Orders and CDC guidelines currently in place or that may be implemented, from time to time, related to the COVID-19 crisis at all times in the parties use of the Park;
- The Town shall retain responsibility for the maintenance of all recreational improvements constructed by the Town within the Park, and shall be responsible for the installation and ongoing payment of separate utility services for any and all improvements constructed by the Town as a part of the Work;
- In the event the Park should be destroyed or so damaged by fire, windstorm or

other casualty to the extent the Park is rendered untenable or unfit for the purposes intended by either Party, the Town, at its option, may elect to cancel the Joint Use Agreement by giving sixty (60) days written notice to the Board, or repair or replace the damaged/destroyed facilities, at the Town's expense;

- for purposes of the Lease Agreement, the Superintendent of Schools or his/her designee shall be the party designated by the Board to grant or deny any and all approvals or waivers required under the Joint Use Agreement dealing with construction of improvements by the Town, changing periods or schedules of use, or any other routine operational issues; and
- in addition to the above, the Superintendent of Schools shall also be the party designated by the Board to execute amendments to the Joint Use Agreement within the authority granted to the Superintendent by the Board in the Joint Use Agreement, and to grant or deny any approvals required by the Joint Use Agreement, including placing the Town in default, or renewing, extending, canceling or terminating the Joint Use Agreement.

All other terms and conditions of the Joint Use Agreement will remain unchanged, including:

- The Town may, in addition to its own utilization of the Park, designate other parties to provide recreational services and programs on the Park, and shall notify the Board in writing of the parties so designated within thirty (30) days of the designation. In this eventuality, the Town shall be responsible for all use, maintenance, risk management, supervision and other terms and conditions as outlined in the Joint Use Agreement, as if the Town were utilizing the Park.

The proposed Amendment to Joint Use Agreement 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 its execution.

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

- 1) execute an amendment to the Joint Use Agreement between the School Board and the Town of Miami Lakes (“Town”), for use of recreational facilities at Miami Lakes Middle School, located at 6425 Miami Lakeway North, Miami Lakes, Florida, substantially in conformance with the other terms and conditions set forth in the agenda item, including authority to waive the ability for the District to cancel the Joint Use Agreement at will;
- 2) grant or deny any and all approvals or waivers required under the Joint Use Agreement dealing with construction of improvements by the Town, changing periods or schedules of use, or any other routine operational issues; and
- 3) execute amendments to the Joint Use Agreement within the authority granted to the Superintendent by the Board in the Joint Use Agreement, and to grant or deny any approvals required by the Joint Use Agreement, including placing the Town in default, or renewing, extending, canceling or terminating the Joint Use Agreement.

MAL

ATTACHMENT ONE

Canal

TOWN OF MIAMI LAKES PROPERTY LINE

EXISTING PICNIC SHELTER TO REMAIN

EXISTING PICNIC SHELTER

EXERCISE STATION (TYP.)

NEW SPORTS LIGHTING ON NEW 60' POLES

SHORT PORCH BASEBALL FIELD

BASEBALL FIELD

BULL PEN (TYP.)

NEW SPORTS LIGHTING ON NEW 60' POLES

DUGOUT (TYP.)

CONCESSION / RESTROOM BUILDING

DRY DETENTION AREA

EXERCISE TRAIL / WALKING PATH

DRINKING FOUNTAIN (TYP.)

BLEACHERS W / SHADE STRUCTURES

BASEBALL FIELD

NEW SPORTS LIGHTING ON NEW 70' POLES

BATTING CAGES (TYP.)

BASKETBALL COURTS

PINTO A FIELD

OPEN FIELD

BLEACHERS

PINTO B FIELD

TOWN OF MIAMI LAKES PROPERTY LINE
MDCPS PROPERTY LINE

TOWN OF MIAMI LAKES PROPERTY LINE
MDCPS PROPERTY LINE

DRY DETENTION AREA

BASEBALL FIELD

BULL PEN (TYP.)

BATTING CAGE (TYP.)

CLUBHOUSE PARKING LOT

NEW SPORTS LIGHTING ON NEW 80' POLES

DUG OUT (TYP.)

120 ADDITIONAL PARKING SPACES

DRINKING FOUNTAIN (TYP.)

TENNIS COURTS

BLEACHER W/ SHADE STRUCTURE

NEW SPORTS LIGHTING ON NEW 60' POLES

TEE BALL FIELD

TENNIS PARKING LOT

BASEBALL FIELD

OPEN PLAY FIELD

OPEN PLAY FIELD ALTERNATE LOCATION

FUTURE SCHOOL DEVELOPMENT

NW 64th Avenue

NW 67th Avenue

Miami Lakeway North

Miami Lakes Middle School

AIRNASIUM

SCHOOL PARKING LOT



OPTIMIST PARK
CONCEPT PLAN - OPTION 3
TOWN OF MIAMI LAKES

January 14, 2022