

**RESOLUTION NO. 2015-28**

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; AUTHORIZING EXTENSION OF THE INTERLOCAL AGREEMENT WITH THE MIAMI-DADE COUNTY SCHOOL BOARD FOR USE OF THE CORAL REEF PARK, BASEBALL FIELD 3; PROVIDING FOR A THREE YEAR EXTENSION OF THE EXISTING NON-EXCLUSIVE USE INTERLOCAL AGREEMENT FOR MIAMI PALMETTO SENIOR HIGH SCHOOL; AND PROVIDING AN EFFECTIVE DATE. (Administration)**

**WHEREAS**, high school students residing within the Village of Palmetto Bay attend Miami Palmetto Senior High School; and

**WHEREAS**, the Miami Palmetto Senior High School Boys Baseball Team does not have an on-campus home field and for several years has utilized the Coral Reef Park baseball field #3 as their home field; and,

**WHEREAS**, the use of Coral Reef Park remains a need of Miami Palmetto Senior High School as a suitable location for a home field for the Boys Baseball Team; and,

**WHEREAS**, Field # 3 at Coral Reef Park is designed and constructed to accommodate high school level baseball; and,

**WHEREAS**, Miami Palmetto Senior High School has, during their contract period, complied with all Village requests, and have been extremely responsive and respectful of the Village and the residents regarding their use of Field 3; and,

**WHEREAS**, in 2003, the Miami-Dade County School Board and the Village of Palmetto Bay executed a contract for the use of field 3 by the Miami Palmetto Senior High School Boys Baseball Team; and,

**WHEREAS**, in 2009, the parties (Miami-Dade County School Board on behalf of the Miami Palmetto Senior High School and the Village of Palmetto Bay) entered into an interlocal agreement for an extension of the field use agreement, expiring on May 30, 2012; and,

**WHEREAS**, again in 2012, the parties (Miami-Dade County School Board on behalf of the Miami Palmetto Senior High School and the Village of Palmetto Bay) entered into an interlocal agreement for an extension of the field use agreement, expiring on May 31, 2015; and,

**WHEREAS**, the parties (Miami-Dade County School Board on behalf of the Miami Palmetto Senior High School and the Village of Palmetto Bay) desire to extend the interlocal agreement for an additional three (3) year period; and,

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**

**Section 1.** The attached interlocal agreement with the Miami Dade County School Board, on behalf of Miami Palmetto Senior High School for the use of Field 3 at Coral Reef Park, is hereby extended for an additional three-year period; commencing on June 1, 2015 and terminating on May 31<sup>st</sup>, 2018.

**Section 2.** This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 2<sup>nd</sup> day of March, 2015.

Attest:

  
Meighan J. Alexander  
Village Clerk

  
Eugene Flinn  
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY ONLY:

  
Dexter W. Lehtinen  
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Karyn Cunningham YES  
Council Member Tim Schaffer YES  
Council Member Larissa Siegel Lara YES  
Vice-Mayor John DuBois YES  
Mayor Eugene Flinn YES

**NON-EXCLUSIVE USE AGREEMENT BETWEEN THE  
MIAMI-PALMETTO SENIOR HIGH SCHOOL AND  
THE VILLAGE OF PALMETTO BAY**

This non-exclusive use agreement (the "agreement") is entered into on this 20<sup>th</sup> day of August, 2009, by and between The School Board of Miami-Dade County, Florida ("Board") on behalf of Miami-Palmetto Senior High School ("School") and the Village of Palmetto Bay ("Village") for the shared use of "Field 3", which is the Northeast Baseball Field located in Coral Reef Park, Village of Palmetto Bay, Florida

**WHEREAS**, high school students residing within the Village of Palmetto Bay attend Palmetto Senior High School; and

**WHEREAS**, the Palmetto Senior High School Boys Baseball Team does not have a home field and has not been able to locate one; and

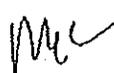
**WHEREAS**, there is an immediate need for a suitable location for a home field for the Palmetto Senior High School Boys Baseball Team; and

**WHEREAS**, Field 3 at Coral Reef Park is a suitable location on a temporary basis; and

**WHEREAS**, the parties agree to jointly work to find a permanent home field for the Palmetto Senior High School Boys Baseball Team at Coral Reef Park, Field 3; and

**WHEREAS**, the parties desire to extend the existing use agreement for up to three (3) years, through the end of May 30<sup>th</sup>, 2012. Prior to the end of the second year, the parties shall meet to negotiate any continuance of the use at Field 3; and,

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by all parties, the parties agree as follows:

 Village  
Board

1. Whereas clauses. The above referenced whereas clauses are incorporated by reference into this non-exclusive use agreement and stipulated to be true and accurate.

2. Scope of Use.

2.1 The Village Shall make available Field 3, the Northeast Baseball Field located in Coral Reef Park, Village of Palmetto Bay, Florida, for practice and games for the "Palmetto Senior High School Boys Baseball Team," which is the school's official baseball team during baseball season. Baseball season is defined as and includes the following periods: (1) Regular Season Practice and Games: January 15<sup>th</sup> – April 30<sup>th</sup>; and (2) Tournament (Practice Site only, as needed): May 1<sup>st</sup> – May 30<sup>th</sup>.

2.2 The School will not charge spectators to attend games at the Park.

2.3 The School shall monitor its players, staff, spectators and visiting team's players, staff and spectators to ensure compliance with all Village, school, and park rules and regulations. The School shall designate one person at each practice or game as the responsible party for ensuring compliance with all applicable rules and regulations. The School is responsible for the conduct of the entire group which includes spectators.

2.4 No alcoholic beverages are permitted in the park.

2.5 The School shall conduct its events in an orderly manner and so as not to annoy, disturb, or be offensive to park patrons or residents in the vicinity of its operation. The School shall control the conduct, demeanor and appearance of its officers, coaches, members, employees, agents and representatives and demeanor and conduct of customers, spectators and patrons. In the event the Village notifies the School of

observed inappropriate behavior, the School will take immediate steps to correct the behavior.

2.6 All use of Field 3 shall be in accordance with the schedule identified at section 6, infra.

2.7 In no event may Field 3 be used for night practice or night games. The School specifically agrees that it will not seek to use Field 3 for the night practice or games. Nor shall the School seek to have the Village, the County or the School Board add field lights to the Park.

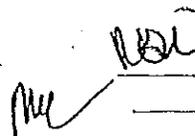
2.8 No voice or sound amplification of public address equipment will be used unless prior approval in writing by the Village.

3. Term of Use. This non-exclusive use agreement shall be for the use for a three (3) year period and will expire no later than May 30<sup>th</sup>, 2012. Prior to the end of the second year under this agreement, the parties shall meet to negotiate any extensions or continued use of Field 3 for the period after the existing contract expires.

4. Times of Use. The School will be provided first priority in scheduling and coordinating access to Field 3 during baseball season. Field 3 may be scheduled for use by the school during baseball season for the following time periods:

- Practice Days from 3:00p.m.-6:00p.m.;
- Weekday Game Days from 2:00p.m.-6:30p.m.;
- Saturday Practice and Games from 8:00 a.m.-noon.

5. Priority of Use and Non-Exclusive Use. Field 3 may be made available by the Village to any other users, at other times that are not scheduled for use by the School for practice or games, without restrictions. The Village will review the calendar of

  
Village  
Board

proposed practice and game events provided by the school prior to scheduling any third parties to use Field 3. Subject to the School calendar, the Village may authorize and schedule other events for third persons for Field 3.

6. Scheduling.

6.1 At least one month prior to the start of baseball season, the School shall provide the Village with a schedule for the proposed use of Field 3. The School and Village shall agree upon a mutually acceptable schedule for practices and games in compliance with Section 2, above. The School shall provide immediate written notice to the Village of any change in the proposed schedule.

6.2 Any special events or additional facility usage will require written approval from the Village manager.

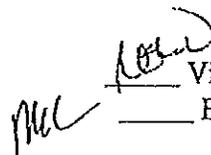
7. Capital Improvements

7.1 The Board, subject to the prior written approval by the Village manager, may make capital improvements to Field 3. A list of possible improvements is attached as exhibit 1. Both parties agree that any capital improvements will occur over the three year term of the underlying agreement, as funding becomes available.

7.2 The costs of all capital improvements initiated by the Board are the sole financial responsibility of the Board.

7.3 The Village will retain ownership of any and all permanent improvements to Field 3, such as a new backstop, permanent dugouts, grass infield, etc.

7.4 The Board shall retain ownership of any removable or temporary improvements, such as a removable outfield fence, pitching machines, etc.

  
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7.5 During the term of this non-exclusive use agreement, the Board shall be responsible for maintaining any capital improvements undertaken at Field 3.

7.6 All equipment, site improvements and signage installed by the School shall be approved by the Village prior to installation. The Board shall not install, remove or replace the equipment or furnishings without notification to, and prior approval by the Village.

7.7 The Board agrees that any temporary fencing installed in the outfield shall be seen through and that netting beyond the outfield shall be installed as needed.

8. Maintenance

8.1 The Village shall be responsible for normal maintenance of Field 3, as are performed throughout Coral Reef Park.

8.2 The Board shall be responsible for general cleanup of Field 3 and the parking lots used in conjunction with a practice or game. The Board will clean the entire ball field or facility area including the dugout, fence lines and spectator's area after each day's use and will place all trash in the Village's trash receptacles.

8.3 The Board shall take good care of Field 3, to ensure that upon the expiration of this non-exclusive use agreement, or its termination in any manner, Field 3 is in not worse condition than it was at the commencement of this non-exclusive use agreement.

8.4 The Board shall pay the Village \$300.00 per week for non-normal maintenance specifically including dragging the infield and lining the field (during

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baseball season). After the first year of the three year term the school shall pay an annual four (4) percent cost of living increase (COLA) to the Village.

9. **Parking and Transportation**

9.1 Participants, including staff, players, coaches, visiting teams and spectators, shall be directed to use the northeast parking lot on 77<sup>th</sup> Avenue.

9.2 Under no circumstances shall anyone park in the residential areas surrounding the park, specifically including the residential area immediately north of the park.

9.3 Visiting Teams shall use school buses to attend games.

9.4 For practice days, the Board agrees to continue the practice of caravanning to the practice site.

9.5 For game days, the Board agrees that, should parking capacity at the northeast lot become a concern, the team will travel to the park in a school bus.

10. **Security**. The Board shall be responsible for providing appropriate levels of security to include the use of administrative and athletic personnel, non-sworn security staff and sworn School Board Officers. The Village reserves the right to require additional security, if needed, as determined by the parties. The expenses of additional security, such as off-duty Police Officers, will be the responsibility of the school.

11. **Termination Due to Breach**

11.1 Either party may terminate this agreement due to a material breach by the other party, which breach has not been cured within 24 hours of the date of receipt of written notice of breach from the party seeking termination.

11.2 Termination shall be effective as of the end of the 24 hour period in the case of any uncured material breach.

11.3 Neither party shall have any liability to the other for any incidental consequential or other damages due to termination for material breach.

11.4 The rights and remedies of the parties provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

12. Termination for Convenience. Prior to the start of baseball season, either party may terminate this agreement without cause upon 30 days written notice to the other party. If baseball season has already started, the Village may terminate this agreement without cause upon 30 days written notice, but the termination shall become effective at the end of the baseball season.

13. Signs. Any signage, temporary or permanent, shall be pre-approved by the Village.

14. Indemnification and Sovereign Immunity

14.1 To the extent permitted by law and as limited by Section 768.28, Florida Statutes, Board shall defend, indemnify and hold harmless the Village and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this agreement by school, its employees, officers, students and agents. The Village shall promptly notify the Board of each claim, cooperate with the school in

  
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