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RESOLUTION NO. 08-50

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; RELATING TO CONTRACTS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE PROPOSED AMENDMENT TO THE NON-EXCLUSIVE AGREEMENT WITH MIAMI-DADE SCHOOL BOARD, AMENDING CERTAIN TERMS AND CONDITIONS, AND EXTENDING THE INITIAL TERM OF LEASE THROUGH MAY 30, 2009; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village and School Board of Miami-Dade County entered into a Non-Exclusive Use Agreement January 5, 2004; and

WHEREAS, the original agreement expired May 30, 2006; and

WHEREAS, the Village provided for an extension through Resolution 06-54; and

WHEREAS, the School Board authorized the Extension with certain modifications contained in the First Amendment to the Non-Exclusive Agreement in accordance with Board Action No. 111,017 at its meeting of December 19, 2007; and

WHEREAS, the Village acknowledges and accepts the terms and conditions set forth in the First Amendment to the Non-Exclusive Use Agreement between the School Board of Miami-Dade County and the Village of Palmetto Bay; and

WHEREAS, the parties desire to extend the contract through May 30, 2009; and

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

Section 1. The Village Council approves and authorizes the manager to execute the First Amendment to the non-exclusive use agreement between the School Board of Miami-Dade County and the Village of Palmetto Bay.

Section 2. It specifically continues to be the stated policy and intent of the Village that this agreement will be terminated immediately should the Miami-Dade County School Board change the attendance boundaries of Miami Palmetto Senior High School which results in the removal of any area

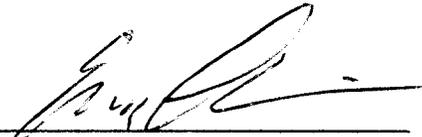
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consisting of Palmetto Bay residents currently within the attendance boundaries.

Section 3. This resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this 2<sup>nd</sup> day of, JUNE 2008.

Attest:   
Meighan Rader  
Village Clerk

  
Eugene P. Flinn, Jr.  
Mayor

APPROVED AS TO FORM:

  
Eve Boutsis  
Village Attorney

FINAL VOTE AT ADOPTION:

Mayor Eugene P. Flinn, Jr.	<u>YES</u>
Vice Mayor Linda Robinson	<u>YES</u>
Council Member Ed Feller	<u>YES</u>
Council Member Paul Neidhart	<u>YES</u>
Council Member Shelley Stanczyk	<u>YES</u>

**Exhibit A**

RESOLUTION NO. 06-54

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4 **A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE**  
5 **VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO**  
6 **EXTENDING THE USE CONTRACT FOR CORAL REEF PARK,**  
7 **BASEBALL FIELD 3; PROVIDING FOR A THREE YEAR EXTENSION**  
8 **OF THE EXISTING NON-EXCLUSIVE USE AGREEMENT FOR**  
9 **PALMETTO SENIOR HIGH SCHOOL; AND PROVIDING AN**  
10 **EFFECTIVE DATE (Sponsored by Council Member Neidhart)**  
11

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

14 **WHEREAS,** the Palmetto Senior High School Boys Baseball Team has used Field 3 at  
15 Coral Reef Park on a non-exclusive basis for their home field for the past three years; and,

16 **WHEREAS,** this arrangement has worked our very well for both parties;

17 **WHEREAS,** the quality and success of the Boys Baseball Program has increased  
18 dramatically and Palmetto Senior High School has complied with all village requests, and in fact,  
19 the school has been extremely responsive and respectful of the village and the residents during  
20 their use of Field 3; and,

21 **WHEREAS,** it remains the stated policy and intent of the Village that this non-exclusive  
22 use agreement will be terminated immediately should the Miami-Dade County School Board  
23 change the attendance boundaries of Miami Palmetto Senior High School which results in the  
24 removal of any area consisting of Palmetto Bay residents currently within the attendance  
25 boundaries as of August 30, 2003; and

26  
27 **WHEREAS,** the parties desire to extend the contract for an additional three year period.

28 **NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE**  
29 **COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**  
30



1 Vice-Mayor Linda Robinson YES  
2  
3 Mayor Eugene P. Flinn, Jr. YES

**Exhibit B**

**FIRST AMENDMENT TO THE NON-EXCLUSIVE USE AGREEMENT**

THIS FIRST AMENDMENT to the NON-EXCLUSIVE USE-AGREEMENT (the "Amendment") is made and entered into this 15<sup>th</sup> day of May, 2008, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic (hereinafter called the "BOARD"), and THE VILLAGE OF PALMETTO BAY, FLORIDA (hereinafter called the "VILLAGE").

**WITNESSETH:**

WHEREAS, the VILLAGE and BOARD entered into that certain Non-exclusive Use Agreement dated January 5, 2004 (the "Agreement"); and

WHEREAS, the VILLAGE and BOARD are desirous of amending certain terms and conditions of the Agreement, as more specifically set forth below; and

WHEREAS, the School Board of Miami-Dade County, Florida, has authorized this Amendment in accordance with Board Action No. 111, 017 at its meeting of December 19, 2007.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference
2. The fifth Whereas of the Agreement, is hereby amended to read as follows:

"WHEREAS, the parties agree to jointly work to find a permanent home field for the Palmetto Senior High School Boys Baseball Team that may include Palmetto Bay Park or Chapman Field."

3. Section 2.8 of the Agreement is hereby amended to read as follows:

"No voice or sound amplification or public address equipment will be used unless prior approval is issued in writing by the Village Manager."

4. Section 3 of the Agreement is hereby amended to read as follows:

"This Non-exclusive Use Agreement shall expire May 30, 2009."

5. Section 6.2 of the Agreement is hereby amended to read as follows:

“Any special events, clinics or additional facility usage will require written approval from the Village Manager.”

6. Section 13 of the Agreement is hereby amended to read as follows:

“Any signage, temporary or permanent, shall be pre-approved by the Village Manager.”

7. Section 16 of the Agreement is hereby amended to modify the following language:

“In case of notice or communication to the Board:

The School Board of Dade County, Florida  
c/o Superintendent of Schools  
School Board Administration Building  
1450 N.E. 2 Avenue, Suite 912  
Miami, Florida 33132

With copies to:

Miami-Dade County Public Schools  
Facilities Planning  
Attn: Administrative Director  
1450 N.E. Second Avenue, Room 525  
Miami, Florida 33132

The School Board of Miami-Dade County, Florida  
c/o School Board Attorney  
1450 N.E. Second Avenue, Room 400  
Miami, Florida 33132

Howard I. Weiner, Principal  
Miami-Palmetto Senior High School  
7460 S.W. 118<sup>th</sup> Street  
Pinecrest, Florida 33156

In case of notice or communication to the Village:

Ron E. Williams, Village Manager  
Village of Palmetto Bay  
8950 SW 152 Street  
Palmetto Bay, FL 33157”

8. A new Section 22 is created to read as follows:

"Compliance With Federal, State And Local Laws

The Parties agree that they shall comply with all applicable laws, ordinances and codes of Federal, State and Local Governments, including but not limited to, the Americans with Disabilities Act, as they apply to this Agreement."

9. A new Section 23 is created to read as follows:

"Authority of Superintendent

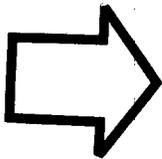
The Superintendent of Schools shall be the party designated by the BOARD to grant or deny all approvals required by this Agreement, or to cancel this Agreement."

10. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the VILLAGE and BOARD have caused this First Amendment to the Non-exclusive Use Agreement to be executed by their respective and duly authorized officers the day and year first hereinabove written.

VILLAGE:  
VILLAGE OF PALMETTO BAY

BOARD:  
THE SCHOOL BOARD OF MIAMI-  
DADE COUNTY, FLORIDA



By: \_\_\_\_\_  
Ron E. Williams  
Village Manager

By: \_\_\_\_\_  
Dr. Rudolph F. Crew  
Superintendent of Schools

ATTEST:  
By: \_\_\_\_\_  
Meighan J. Radar  
Village Clerk

APPROVED AS TO FORM:  
\_\_\_\_\_  
Eve Boutsis  
Attorney for Village

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:  
\_\_\_\_\_  
Attorney for Board