

Office of School Facilities
Jaime G. Torrens, Chief Facilities Officer

SUBJECT: AUTHORIZE THE SUPERINTENDENT TO EXECUTE A MASTER JOINT USE AGREEMENT BETWEEN THE SCHOOL BOARD AND THE VILLAGE OF PALMETTO BAY (“VILLAGE”) TO ALLOW DESIGNATED PARK SITES AND DESIGNATED SCHOOL SITES LOCATED WITHIN THE VILLAGE TO BE MADE AVAILABLE FOR USE BY BOTH PARTIES FOR RECREATIONAL AND EDUCATIONAL PURPOSES

COMMITTEE: FACILITIES AND CONSTRUCTION

LINK TO STRATEGIC BLUEPRINT: EFFECTIVE AND SUSTAINABLE BUSINESS PRACTICES

Staff from the Village of Palmetto Bay (“Village”) recently approached the District with a request to enter into a Master Joint Use Agreement (“Master JUA”) to allow designated park sites and designated school sites located within the Village to be made available for use by both parties for recreational and educational purposes. The Board currently has similar agreements in place with the 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 Master JUA with the Village will be similar in nature. The Village is seeking use at this time of the recreational facilities and parking lot at Coral Reef Elementary School and Howard Drive Elementary School during non-school hours, with possible use of other school sites located within the Village in the future. The Master JUA will authorize the Superintendent to add or delete park sites and school sites from time to time as operational requirements of the District and Village demand.

Proposed Master Joint Use Agreement

The Chief Facilities Officer, Office of School Facilities, and Deputy Superintendent/Chief Operating Officer, School Operations, recommend entering into the proposed Master JUA. Accordingly, it is recommended that the Board authorize entering into the proposed Master JUA with the Village, under, substantially, the following terms and conditions:

- the term of the Master JUA shall be for a period of thirty (30) years, with two (2) available five (5) year extensions, at the mutual agreement of the parties;

- the designated school sites and park sites to be used by the parties will be included as an exhibit to the Master JUA (“Exhibit”). The Exhibit will also include any specific operational, use and/or maintenance obligations or responsibilities for the particular park site or school site;
- effective with the commencement date of the Master JUA, designated portions of Coral Reef Elementary School and Howard Drive Elementary School will be included under the Master JUA;
- subsequent to the commencement date of the Master JUA, park sites and school sites may be added to or deleted from the Master JUA at the request of either party. The Superintendent shall be authorized to modify the Master JUA and the corresponding Exhibit for the purpose of adding or deleting park sites and school sites;
- 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;
- unless otherwise agreed to by the parties, the District will have full control, custody, right and use of the individual school sites included under the Master JUA, including all parking and recreational facilities located thereon, during regular school hours 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, after care programs and summer school. The Village 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 Board Holidays;
- unless otherwise agreed to by the parties, the District shall have full control, custody, right and use of the designated portions of the park sites included under the Master JUA during regular school hours on regular school days. The Village 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;
- the Village may seek use of a school site, from time to time, for special Village 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, but must seek permission to make recreational improvements to the other party’s property;

- unless otherwise agreed to by the parties, each party shall be responsible for maintaining recreational improvements located on their own property, and paying all utility costs;
- each party shall be responsible for removal of trash and litter from the park sites and school sites, generated during their respective periods of use;
- the Village may designate other not-for-profit parties to provide Village-sponsored recreational services and programs on a school site, after first receiving written authorization from the Board or designee. In this eventuality, the Village shall be responsible for all use, maintenance, risk management, supervision and other terms and conditions as outlined in the Master JUA, as if the Village were utilizing the school site, and shall require the not-for-profit party to provide liability insurance and any other insurance required by the Board, naming the Board as an additional insured;
- in addition to an event of default, which default is not cured, the Master JUA may be cancelled 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 with ninety (90) days prior written notice. Other than cancellation for cause, should the Master JUA 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 amortized equally over a sixty (60) month period;
- unless otherwise agreed to by the parties, in the event of damage or destruction of the area described in the Exhibit, either Party may delete the site from the Exhibit or discontinue use of the site on a temporary basis, and the property owner shall cause the impacted educational or recreational improvements to be repaired and placed in a safe, secure and useable condition;
- for purposes of the Master JUA, the Superintendent of Schools or his/her designee shall be the party designated by the Board to grant or deny all approvals required under the Master JUA relating to changing periods or schedules of use, granting or denying any approvals or waivers required by the Master JUA dealing with construction of improvements on school sites by the Village, authorizing use of a school site by a not-for-profit entity, allowing the Village to hold Village-sponsored events on a school site, and 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 Master JUA within the authority granted to the Superintendent by the Board, authorizing modifications to the MJUA and Exhibit for the purpose of adding or deleting park sites and school

sites, placing the Village in default, and renewal, extension, cancellation or termination of the Master JUA.

The proposed Master JUA 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. A copy of the Master JUA in its final form shall be made available for inspection and review by the public prior to the Board meeting.

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

- 1) execute a Master Joint Use Agreement ("Master JUA") between the School Board and the Village of Palmetto Bay ("Village") to allow designated park sites and designated school sites located within the Village to be made available for use by both parties for recreational and educational purposes, under, substantially, the terms and conditions noted above;
- 2) execute amendments to the Master JUA within the authority granted to the Superintendent by the Board in the Master JUA; and
- 3) grant or deny all approvals required under the Master JUA, including, without limitation, authorizing construction of recreational improvements within the demised premises, renewing, extending, cancelling or terminating the Master JUA, modifying the Master JUA from time to time to add or delete individual park sites or school sites, and placing the Village in default, as may be applicable.

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