

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

**SUBJECT: THAT THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AUTHORIZE THE SUPERINTENDENT TO:**

- 1) FINALIZE NEGOTIATIONS AND EXECUTE A NON-EXCLUSIVE USE AGREEMENT (“AGREEMENT”) WITH THE VILLAGE OF PALMETTO BAY (“VILLAGE”) FOR THE CONTINUED USE OF BASEBALL FACILITIES AT CORAL REEF PARK, LOCATED AT 7895 S.W. 152 STREET, PALMETTO BAY, FLORIDA 33157, BY MIAMI PALMETTO SENIOR HIGH SCHOOL; AND
- 2) EXECUTE ANY AMENDMENTS TO THE AGREEMENT WITHIN THE AUTHORITY GRANTED TO THE SUPERINTENDENT BY THE BOARD IN THE AGREEMENT, AND TO GRANT OR DENY ALL APPROVALS REQUIRED UNDER THE AGREEMENT, INCLUDING AMENDING THE EXHIBITS TO THE AGREEMENT, RENEWING, EXTENDING, CANCELLING OR TERMINATING THE AGREEMENT, AUTHORIZING CONSTRUCTION OF RECREATIONAL IMPROVEMENTS BY THE BOARD, AND PLACING THE VILLAGE IN DEFAULT, AS APPLICABLE

**COMMITTEE: FACILITIES AND CONSTRUCTION**

**LINK TO STRATEGIC BLUEPRINT: EFFECTIVE AND SUSTAINABLE BUSINESS PRACTICES**

Background Information

Since 2004, the District has utilized baseball facilities at Coral Reef Park (“Park”), located at 7895 S.W. 152 Street, Palmetto Bay, Florida 33157, as the home field for the Miami Palmetto Senior High School (“School”) boys baseball team pursuant to a Non-Exclusive Use Agreement with the Village of Palmetto Bay (“Village”). Under the current Non-Exclusive Use Agreement with the Village (“Existing Agreement”), the School utilizes Field 3 at the Park for practices and home games, and reimburses the Village for maintenance expenses resulting from such usage. This amount was \$321.87 weekly during the 2017-18 baseball season. The Existing Agreement expires on May 31, 2018,

and the School Principal and South Region Superintendent have verified that use of the baseball facilities is still required.

District staff contacted Village staff, who expressed a willingness to enter into a new Non-Exclusive Use Agreement ("Agreement") with the Board to allow continued use of the Park baseball facilities by the School for a five-year period (June 1, 2018 through May 31, 2023), with two (2) additional one-year extension periods at the mutual option of the Board and Village. Due to the longstanding relationship with the District, the Village has agreed to retain the weekly maintenance reimbursement amount at its current rate of \$321.87 per week, for the period of June 1, 2018 - May 31, 2019, with the rate to increase annually thereafter by the percentage increase of the Consumer Price Index ("CPI"), not to exceed 4% per year. No physical improvements requiring the use of District funds are necessary as a result of the proposed Board action.

#### Proposed Non-Exclusive Use Agreement

The Deputy Superintendent/Chief Operating Officer, School Operations recommends entering into a new Agreement with the Village, under, substantially, the following terms and conditions:

- an initial term of five (5) years (June 1, 2018 through May 31, 2023);
- the Agreement may be extended under the same terms and conditions, for two (2) additional one (1) year periods, at the mutual option of the Board and Village;
- the Village shall be responsible for normal maintenance of Field 3, as well as other field maintenance such as dragging the infield and lining the field;
- the School shall reimburse the Village \$321.87 per week during the 2018-2019 baseball season for maintenance services directly related to School use, which is the same amount paid by the District during the 2017-2018 baseball season. Thereafter, the weekly maintenance amounts shall be adjusted annually by the percentage increase of CPI, not to exceed 4% per year;
- prior to the start of each baseball season, either party may terminate the Agreement without cause, by providing 30 days written notice to the other. If the baseball season has already started, the Village may also terminate the Agreement without cause upon 30 days written notice, but the termination shall only become effective at the end of the baseball season;
- in addition to the above, either party shall have the right to terminate the Agreement in the event of material breach by the other party, which breach has not been cured within the applicable timeframes;
- the school shall have use of Field 3 for the School's practice and home games during baseball season (January 15 - April 30), and as a

tournament practice site only, as-needed (May 1 - May 30) during the following time periods: practice days from 3:00 p.m. to 6:00 p.m., weekday games from 2:00 p.m. to 6:30 p.m., and Saturday practice and games from 8 a.m. to noon;

- the Village and the Board shall indemnify and hold each other harmless, to the extent of the limitations included within Section 768.28, Florida Statutes;
- the School shall provide security, at its expense;
- the Board shall provide the Village with evidence of self-insurance;
- in the event of any litigation between the parties under the Agreement, each party shall be responsible for its own attorney's fees and court costs through trials and appellate levels;
- the Superintendent shall be the party designated by the Board to grant or deny any and all approvals required by the Agreement dealing with scheduling, periods of use, or any other operational issues; and
- in addition to the above, the Superintendent shall be also be the party designated by the Board to execute any amendments to the Agreement within the authority granted to the Superintendent by the Board in the Agreement, to grant or deny any approvals required by this Agreement, including amending any of the exhibits to the Agreement, authorizing construction of recreational improvements by the Board, renewing, extending, canceling or terminating the Agreement and placing the Village in default.

The proposed Agreement has been reviewed and approved by the School Board Attorney's Office and the Office of Risk and Benefits Management for legal sufficiency and risk management issues, respectively.

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

- 1) finalize negotiations and execute a Non-Exclusive Use Agreement ("Agreement") with the Village of Palmetto Bay ("Village") for the continued use of the baseball facilities at Coral Reef Park, located at 7895 S.W. 152 Street, Palmetto Bay, Florida, 33157, by Miami Palmetto Senior High School, under, substantially, the terms and conditions noted above; and
- 2) execute any amendments to the Agreement within the authority granted to the Superintendent by the Board in the Agreement, and to grant or deny all approvals required under the Agreement, including amending the exhibits to the Agreement, renewing, extending, cancelling or terminating the Agreement, authorizing construction of recreational improvements by the Board, and placing the Village in default, as applicable.

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