

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 MIAMI-DADE COUNTY TO MAKE
DESIGNATED PARK SITES AND DESIGNATED SCHOOL
SITES LOCATED WITHIN UNINCORPORATED MIAMI-
DADE COUNTY, AVAILABLE TO BOTH PARTIES FOR
RECREATIONAL AND EDUCATIONAL PURPOSES**

COMMITTEE: FACILITIES AND CONSTRUCTION

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

Over the last 30-40 years, the Board and Miami-Dade County ("County"), collectively the "Parties", entered into approximately 40 individual Joint Use Agreements, Lease Agreements and other similar agreements to provide for use of Board-owned and/or County-owned recreational facilities by District students and members of the community ("Existing Agreements"). Since most of the Existing Agreements are decades old, updates are in order and in the best interest of the Parties. District and County staff have developed a proposed Master Joint Use Agreement ("MJUA") that will replace the vast majority of the individual Existing Agreements with one uniform consolidated document. In addition to addressing current uses, the proposed MJUA would authorize the Superintendent to add or delete park sites and school sites from time to time as operational requirements of the District and County demand.

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, and the Board approved entering into a new agreement with the Village of Palmetto Bay at its meeting of October 10, 2018. The proposed MJUA with the County would be similar in nature.

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 MJUA. Accordingly, it is recommended that the Board authorize entering into the proposed MJUA with the County, under, substantially, the following terms and conditions:

- the term of the MJUA shall be for a period of forty (40) years, with two (2) available five (5) year extensions, at the mutual agreement of the parties;
- effective with the Commencement Date of the MJUA, the specific area of each designated school site and park site to be used by the parties shall be attached to the MJUA as an exhibit (the "Demised Premises Exhibit"). The Demised Premises Exhibit shall include specific operational and maintenance requirements, if any, on a site by site basis;
- approximately 20 Existing Agreements will be replaced by the MJUA, and shall automatically terminate concurrent with the Commencement Date of the MJUA;
- 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;
- subsequent to the Commencement Date of the MJUA, park sites and school sites may be added to or deleted from the MJUA at the request of either party. The Superintendent shall be authorized to terminate existing County recreational agreements not initially covered under the MJUA, in order to include those locations under the MJUA at a later date, and to modify the MJUA and Demised Premises Exhibit for the purpose of adding or deleting park sites and school sites;
- unless otherwise agreed to by the parties and set forth in the Demised Premises Exhibit on a site by site basis, the District will have full control, custody, right and use of the individual school sites included under the MJUA, 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 and summer school. The County 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 School Holidays;
- unless otherwise agreed to by the parties and set forth in the Demised Premises Exhibit on a site by site basis, the District shall have full control, custody, right and use of the designated portions of the park sites included under the MJUA during regular school hours on regular school days. The County 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 County may seek use of a school site, from time to time, for special County 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, and to seek permission to make recreational improvements to the other party's property;
- unless otherwise agreed to by the parties and set forth in the Demised Premises Exhibit on a site by site basis, each party shall be responsible for maintaining recreational improvements located on their own property, and paying all utility costs;
- a Joint Use Committee shall be established as of the Commencement Date of the MJUA, with assigned County and District staff, to make recommendations related to park/school issues under the MJUA;
- in addition to an event of Default, which is not cured, the MJUA may be cancelled in its entirety by either party by providing the other party with a minimum of one (1) year prior written notice. Individual park site and school sites may be cancelled with ninety (90) days prior written notice. Other than cancellation for cause, should the MJUA 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 applicable. The capital costs shall be amortized equally over a sixty (60) month period;
- unless otherwise agreed to by the parties and set forth in the Demised Premises Exhibit on a site by site basis, in the event of damage or destruction of the area described in the Demised Premises Exhibit, the property owner shall cause the impacted educational or recreational improvements to be repaired and placed in a safe, secure and useable condition and compatible for school and park recreational use, within one hundred eighty (180) days from the date of said damage or destruction, or other reasonable period of time as mutually agreed to by the parties;
- for purposes of the MJUA, the Superintendent of Schools or his/her designee shall be the party designated by the Board to grant or deny any and all approvals required under the agreement relating to 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 MJUA within the authority granted to the Superintendent by the Board, terminate existing agreements with the County for recreational facilities, and to grant or deny any approvals required by the MJUA, including authorizing construction of improvements on school sites by the County, authorizing modifications to the MJUA and Demised Premises Exhibit for the purpose of adding or deleting park sites and school sites, placing the County in default, and cancellation or termination of the MJUA.

The proposed MJUA 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 MJUA 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 ("MJUA") between the School Board and Miami-Dade County ("County") to make designated park sites and designated school sites located within unincorporated Miami-Dade County, available to both parties for recreational and educational services, under, substantially, the terms and conditions noted above;
- 2) finalize negotiations and execute any other documents or agreements necessary to effectuate the MJUA, including terminating existing agreements with the County for use of recreational facilities, and to execute amendments to the MJUA within the authority granted to the Superintendent by the School Board; and
- 3) grant or deny all approvals required under the MJUA, including, without limitation, authorizing construction of recreational improvements within the demised premises, cancelling or terminating the MJUA, modifying the MJUA from time to time to add or delete individual park sites or school sites, and placing the County in default, as may be applicable.

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