

Memorandum



Date: June 2, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

Agenda Item No. 8(M)(1)(B)

From: George M. Burgess
County Manager

Subject: Joint Use Agreement with the School Board of Miami-Dade County for Homestead Air Reserve Park and Mandarin Lakes K-8 Academy

Recommendation

It is recommended that the Board approve the attached resolution authorizing the execution of a Joint Use Agreement (Attachment A) with the School Board of Miami-Dade County (School Board) for the joint use of property and mutual use of facilities and amenities at Homestead Air Reserve Park and Mandarin Lakes K-8 Academy for recreational purposes.

Scope

Homestead Air Reserve Park is located 27401 SW 127 Avenue, in Commission District 9. Mandarin Lakes K-8 Academy is adjacent to the park.

Fiscal Impact/Funding Source

There is no fiscal impact to the County as a result of this agreement. The Park and Recreation Department (MDPR) will continue to incur net annual operational costs of \$502,000 for the park. The operational costs are budgeted from the General Fund Subsidy (UMSA) and Proprietary Fees.

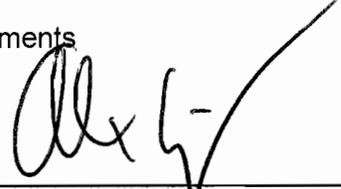
Track Record/Monitor

The MDPR Property Management Section will monitor this Joint Use Agreement.

Background

In accordance with the Agreement for Joint Recreational Program and Use of Facilities as amended in 1979 (Attachment B), and the November 20, 2007 School Board approval of a proposed Joint Use Agreement (Attachment C), the School Board desires to enter into a Park-School Agreement with the County. The Agreement allows for the sharing and joint use of a vehicle stacking lane constructed by the School Board through a portion of the park, to serve park patrons as a means of entry and also provide the main point of vehicular ingress/egress to the School. The Agreement also allows for the mutual use of other amenities on the school and park sites for recreational and educational purposes. The agreement is for 20 years and will renew automatically for two (2) successive ten (10) year terms.

Attachments



Alex Muñoz
Assistant County Manager



MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

DATE: June 2, 2009

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(M)(1)(B)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Mayor's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No 8(M)(1)(B)
6-2-09

RESOLUTION NO. _____

RESOLUTION APPROVING JOINT USE AGREEMENT WITH THE SCHOOL BOARD OF MIAMI-DADE COUNTY FOR THE JOINT USE OF PROPERTY, FACILITIES AND AMENITIES AT MANDARIN LAKES K-8 ACADEMY AND HOMESTEAD AIR RESERVE PARK FOR RECREATIONAL PURPOSES AND AUTHORIZING COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE SUCH

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, the County owns and has under its jurisdiction certain real property used for public park purposes, known as Homestead Air Reserve Park ("Park"), located at 27401 SW 127 Avenue, adjacent to Mandarin Lakes K-8 Academy ("School"); and

WHEREAS, the School Board is requesting use of the Park to augment recreational facilities for students attending the School; and

WHEREAS, the County, through its Park and Recreation Department, is requesting use of School recreational facilities during non-school hours to augment the Park's program; and

WHEREAS, the School Board and the County desire to enter into a Joint Use Agreement; and

WHEREAS, the Joint Use Agreement allows the School and Park to share a vehicle stacking lane constructed by the School Board through a portion of the park to serve park patrons as a means of entry and also provides the main point of vehicular amenities on the School and Park sites for recreational and educational purposes, under conditions to be agreed upon by both parties,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves a Joint Use Agreement with the School Board of Miami-Dade County in substantially the form attached hereto and made a part hereof, for the joint use of property, of facilities and amenities at Homestead Air Reserve Park and Mandarin Lakes K-8 Academy for recreational purposes, and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County, upon approval by the County Attorney's Office; authorizes the County Mayor or County Mayor's designee to exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman	
Jose "Pepe" Diaz, Vice-Chairman	
Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrian D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of June, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MR

Monica Rizo

ATTACHMENT A

JOINT USE AGREEMENT FOR MANDARIN LAKES K-8 ACADEMY AND HOMESTEAD AIR RESERVE PARK

In compliance with the 1979 amended AGREEMENT FOR JOINT RECREATIONAL PROGRAM AND USE OF FACILITIES (Attachment A), and in consideration of the recreational needs of Mandarin Lakes K-8 Academy ("School"), located at 12225 SW 280 Street, and Homestead Air Reserve Park ("Park"), located at 27401 SW 127 Avenue, this Joint Use Agreement ("Agreement" Attachment B) is proffered on the _____ day of _____, 2009. This Agreement reached by and between Miami-Dade County ("COUNTY"), and the School Board of Miami-Dade County, Florida ("DISTRICT"), for the development and use of recreational facilities at the Park and School.

WHEREAS, the DISTRICT is requesting use of the Park, to augment recreational facilities for students attending the School;

WHEREAS, the COUNTY, through its Park and Recreation Department, is requesting use of the School recreational facilities during non-school hours to augment its Park program; and,

WHEREAS, the DISTRICT has constructed a vehicle stacking lane through a portion of the Park ("stacking lane") to serve Park patrons as a means of entry, and also provide the main point of vehicular ingress/egress to the School.

In consideration of this Agreement, the parties agree to jointly utilize certain portions of the Park and School facilities, as more particularly described in Exhibit "A".

1. The DISTRICT agrees to:

- a. Designate the School Administrator or designee to coordinate with the Park Supervisor or designee, for all scheduling, maintenance and other issues related to usage by either party of the School and Park facilities.
- b. Allow the COUNTY to use the School parking lot and recreational amenities during non-school hours, as mutually agreed to by the School Administrator and the Park Supervisor.
- c. Allow the COUNTY to use the School auditorium, as available, subject to School Board Rule and as coordinated with the School Administrator.
- d. Retain responsibility for ongoing routine maintenance of School recreational facilities used by the COUNTY, as well as the portion of the stacking lane constructed by the DISTRICT on the Park.

2. **The COUNTY agrees to:**

- e. Designate the Park Supervisor or designee to coordinate with the School Administrator or designee for all scheduling, maintenance and other issues related to usage by either party of the School and Park facilities.
- f. Allow the DISTRICT to use the Park during regular school hours on regular school days, as mutually agreed to by the School Administrator and Park Supervisor. Portions of the Park may be closed from time to time to reduce the impact on the turf. The School Administrator may request additional use of the Park, after normal school hours, by reserving such use with the Park Supervisor.
- g. Other than the stacking lane, retain responsibility for ongoing routine maintenance of the Park facilities used by the DISTRICT.

3. **The COUNTY and DISTRICT agree to:**

- a. Remove trash and litter from the School and Park areas generated during their respective period of use, and keep same in a safe and usable condition at all times.
- b. Allow the School Administrator and Park Supervisor on a periodic basis, and as required, to modify the exact areas of use and periods of use of the Park and School facilities.
- c. Evaluate responsibility for maintenance, utilities and damage and destruction from time to time and at the request of either party, to assure an equitable apportionment of costs, and seek to amend this Agreement as necessary.

4. **Term of Agreement:**

This agreement shall be for a term of twenty (20) years and shall renew automatically for two (2) successive ten (10) year terms, effective with the execution of the Agreement. For other than the stacking lane, this Agreement shall remain in full force and effect unless cancelled in writing by either party with 180 days advance written notice. In addition, the Agreement may be cancelled by either party, if the other party defaults and fails to cure. However, in the event of cancellation by the COUNTY, the COUNTY will grant the DISTRICT continued use of the stacking lane, subject to approval by the COUNTY Attorney's Office and compliance with Article 7 of the Home Rule Charter of Miami-Dade County

5. **Indemnification:**

- a. The COUNTY does hereby agree to hold harmless and indemnify the DISTRICT to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the COUNTY shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgments or any portion thereof, which, when totaled with all other claims or judgments paid by the COUNTY arising out of the same incident or occurrence, exceeds the sum of \$200,000, from any and

all personal injury or property damage claims, liabilities, losses, and causes of action arising out of or incidental to the negligent performance of this Agreement. However, nothing herein contained shall be deemed to indemnify the DISTRICT from any liability or claim arising out of the negligent performance or failure of performance of the DISTRICT or any unrelated third party.

- b. The DISTRICT does hereby agree to hold harmless and indemnify the COUNTY to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the DISTRICT shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgments or any portion thereof, which, when totaled with all other claims or judgments paid by the DISTRICT arising out of the same incident or occurrence, exceeds the sum of \$200,000, from any and all personal injury or property damage claims, liabilities, losses, and causes of action arising out of or incidental to the negligent performance of this Agreement. However, nothing herein contained shall be deemed to indemnify the COUNTY from any liability or claim arising out of the negligent performance or failure of performance of the COUNTY or any unrelated third party.

6. Subordination:

This Agreement shall be deemed subordinate to any existing or future financing of the School or any part thereof by the DISTRICT.

7. Governing Law; Compliance with Laws; Venue:

This Agreement shall be construed and enforced according to the laws of the State of Florida and the venue for any disputes shall be in Miami-Dade County Florida. The Parties shall comply with all applicable laws, rules, regulations, 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.

In the event of any litigation between the Parties under this Agreement, each Party shall be responsible for its own attorney's fees and court costs through trials and appellate levels. The provisions of this paragraph shall survive the termination of this Agreement.

8. Assignment:

Except as otherwise provided, neither party shall assign, transfer, or otherwise dispose of this Agreement for the term hereof, or sublease any part thereof.

9. No Liability for Personal Property:

The COUNTY and DISTRICT agree to insure or self insure their respective interests in personal property to the extent each deems necessary or appropriate and hereby mutually waive all rights to recovery for loss or damage by any means and waive all rights to recovery for loss or damage to such property by any cause whatsoever. The DISTRICT and COUNTY hereby waive all rights of subrogation against each other under any policy or policies they may carry, or on property placed or moved on the Park or School.

10. Nondiscrimination

Both parties agree that there will be no discrimination against any person based upon race, color, sex, religious creed, ancestry, national origin, mental or physical handicap, in the use of the Park and School and improvements thereon. It is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of the other Party, effective the date of the Court Order.

11. Successor's and Assigns:

This Agreement shall extend to and be binding upon the Parties herein, their legal representatives, successors and assigns.

12. Severability:

In the event any paragraph, clause or sentence of this Agreement or any future amendment is declared invalid by a court of competent jurisdiction, such paragraph, clause or sentence shall be stricken from the subject Agreement and the balance of the Agreement shall not be affected by the deletion thereof, provided to do so would not render interpretation of the Agreement provisions ambiguous or a nullity.

13. Waiver:

No waiver of any provision hereof shall be deemed to have been made unless such waiver be in writing and signed by the COUNTY or DISTRICT. The failure of either Party to insist upon strict performance of any of the provisions or conditions of this Agreement shall not be construed as waiving or relinquishing in the future any such covenants or conditions, but the same shall continue and remain in full force and effect.

14. Authority of County Mayor or Designee and Superintendent:

The County Mayor or designee shall be the party designated by the COUNTY, and the Superintendent shall be the party designated by the DISTRICT, to grant or deny all approvals required by this Agreement, or to cancel this Agreement.

15. Notices:

It is understood and agreed between the parties that written notice addressed to the following parties and addresses, as may be modified in writing from time to time, shall constitute sufficient notice under this agreement:

To the COUNTY:

County Mayor or Designee
Miami-Dade County
Stephen P. Clark Center
111 N.W. First Street, 29th Floor
Miami, Florida 33128

With a copy to:

Director
Miami-Dade County
Parks and Recreation Department
275 NW 2 Street, 5th Floor
Miami, Florida 33128

To the DISTRICT:

The School Board of Miami-Dade County, Florida
c/o Superintendent of Schools
1450 N.E. Second Avenue, Room 912
Miami, Florida 33132

With copies to:

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

The School Board of Miami-Dade County, Florida
School Board Attorney's Office
1450 N.E. Second Avenue, Room 400
Miami, Florida 33132

16. Written Agreement:

This Agreement represents the entire agreement between the Parties. All Amendments shall be in writing and approved as required by this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Joint Use Agreement to be executed in their names by their duly authorized officers on this ____ day of _____, 2009.

ATTEST:

MIAMI-DADE COUNTY,

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

By: _____
Carlos A. Alvarez, County Mayor or
Designee

By: _____
Alberto M. Carvalho, Superintendent

ATTEST:

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

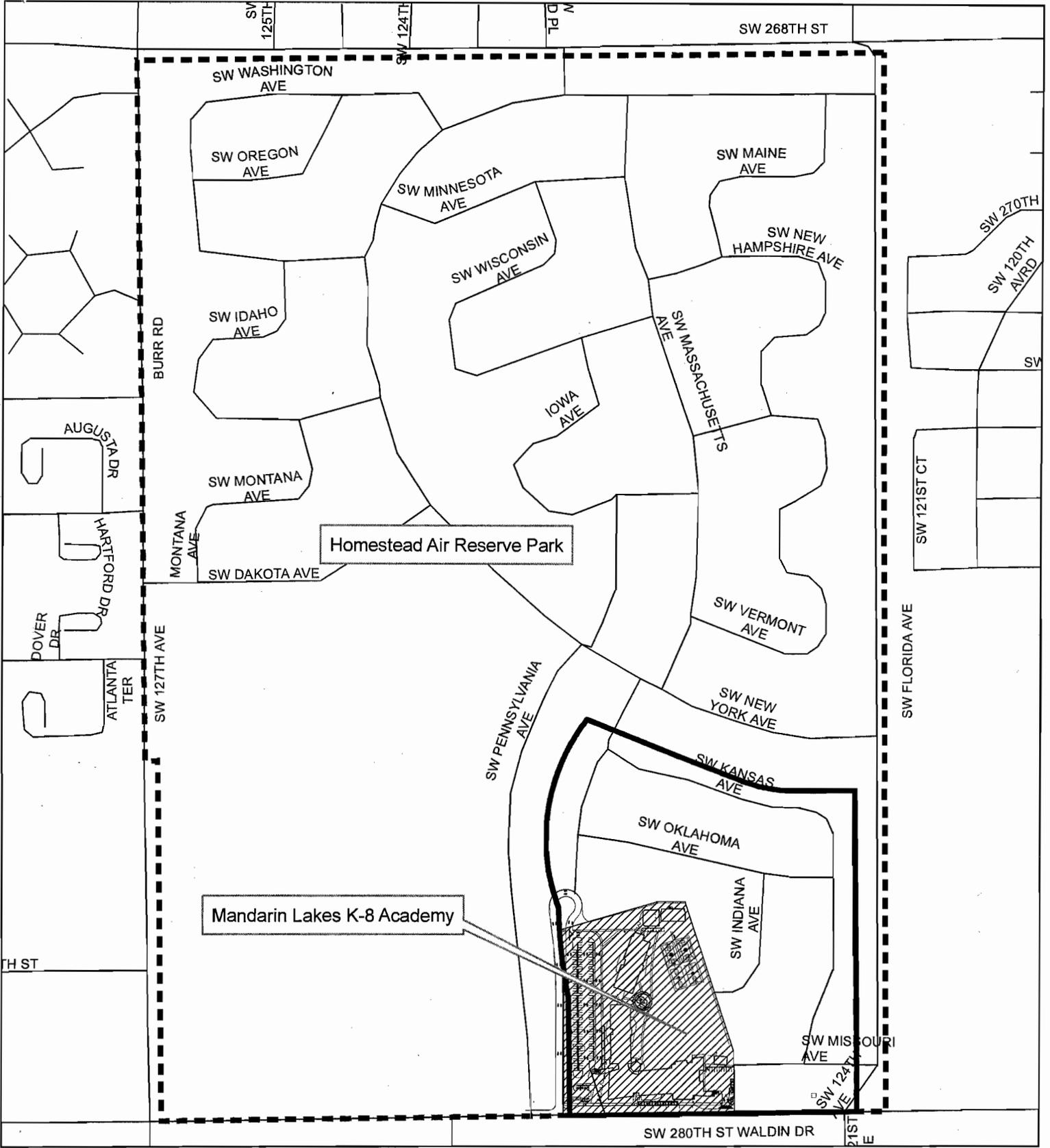
**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

County Attorney

Luis Garcia, Interim School Board Attorney

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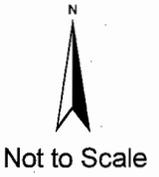
Exhibit A



Legend

-  Park
-  Board Owned
-  School

12



ATTACHMENT B

R-169-79

-2379

1979

AMENDMENT
TO
AGREEMENT FOR JOINT RECREATION PROGRAM
AND USE OF FACILITIES

THIS AGREEMENT, made and entered into on this 13th day of FEBRUARY
A.D. 19 79, by and between THE SCHOOL BOARD OF DADE COUNTY, FLORIDA, a body corporate
and politic under the laws of the State of Florida, hereinafter called the "School
Board", and METROPOLITAN DADE COUNTY, a political subdivision of the State of Florida,
hereinafter called the "County".

WITNESSETH

WHEREAS the School Board and the County have previously entered into Agreement for
Joint Recreation Program and Use of Facilities on May 17, 1961, for the purpose of pro-
viding additional community recreation programs and activities through the use of school
facilities after school hours under the supervision of County personnel; and

WHEREAS the School Board owns and has under its jurisdiction and control certain
school and educational facilities and equipment that may be utilized after normal school
hours for suitable community recreational activities; and

WHEREAS the County owns and has under its jurisdiction and control certain parks,
playgrounds, playfields, recreational buildings, swimming pools, stadiums and other
recreational areas and equipment that may be utilized at mutually suitable times for
suitable school programs; and

WHEREAS it is sometimes necessary for the School Board to meet the State Department
of Education's minimum site requirements through the use of adjacent park lands; and

WHEREAS the common objective of providing such community recreational and school
programs may be best achieved in the most economical manner through joint and concerted
action of the respective parties in making available for such purposes suitable facili-
ties and lands belonging to the School Board and the County, on which either agency may
fund the construction of improvements for such recreational and school programs; and

WHEREAS the County and the School Board mutually desire to amend the 1961 Agree-
ment for Joint Recreation and Use of Facilities to incorporate the use of County lands
and facilities for school programs and to reflect current School Board and County policy
in the development and administration of the Park/School complex.

NOW THEREFORE, IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE 1961 AGREEMENT FOR
JOINT RECREATION PROGRAM AND USE OF FACILITIES IS AMENDED AS FOLLOWS:

I.

It is mutually agreed that a Park/School Task Force will be formulated to serve as
the coordinating, investigating, and recommending body for all matters common to both
agencies. These areas include but are not limited to leases, permit policies, joint uses,
operating agreements, site acquisition, facility planning, development and/or use of fac-
ilities for jointly sponsored activities; coordination of similar programs such as com-
munity schools, and After-school Recreation; and attempt to maintain an equitable

cost/benefit ratio.

Representatives will be appointed by the Superintendent of Schools and the County Manager from staff of School Board and Park and Recreation Department. Representatives should include but not be limited to staff members working with site selection and acquisition, property management, design and construction, and operations.

II.

The School Board agrees to make School facilities and lands available to the County for use and/or construction of community recreational facilities as may be selected from time to time by the County and approved by the School Board, upon the terms and conditions herein set forth. It is understood that school events and activities have priority in respect to the use of all School Board facilities, and the community recreational programs provided by the County shall not conflict or interfere with such school events and activities. The selection and approval of the school facilities to be utilized for such community recreational programs shall be accomplished in the following manner: Whenever the County determines that a recreational program should be made available at any school or schools in the unincorporated area of the County, it shall cause to be submitted to the School Board a written request for the use of such school, describing the facilities to be used, a schedule outlining the particular type or types of recreational programs to be provided, the dates and hours thereof, and any other information reasonably required by the School Board. Upon receipt of any such written request, the School Board shall promptly review the same and approve or disapprove the request in writing. The Special Permit pursuant to School Board Policy should be used for this purpose if the use is less than one year. In the event the use request is for a period of one year or more, a Lease Agreement is required. The County may discontinue any such recreational program at any time upon thirty days written notice unless specifically stated in a Joint Use Agreement or Lease Agreement. The County shall not be obligated to provide recreational programs at any schools except those selected by the County and approved by the School Board.

III.

The County agrees to make available to the School Board for the purposes of conducting school education programs such recreational facilities and lands as may be selected by the School Board and approved by the County, upon terms and conditions herein set forth. It is understood that general County recreational events and activities have priority in respect to use of County facilities and the School Board Programs shall not conflict or interfere with such community recreational events and activities. The selection and approval of the recreational facilities to be utilized for such School Board program shall be accomplished in the following manner:

b. When utilizing County facilities the School Board agrees to indemnify and hold the County harmless only as to any loss, damage, claim, demand, suit, liability, or payment directly caused by the acts or omissions of the School Board's employees and agents while the School Board is using or controls County facilities, pursuant to this agreement, and only to the extent that tort immunity has been waived by law.

c. When utilizing School Board facilities the County agrees to indemnify and hold the School Board harmless only as to any loss, damage, claim, demand, suit, liability, or payment directly caused by the acts or omissions of the County's employees and agents while the County is using or controls School Board facilities, pursuant to this agreement, and only to the extent that tort immunity has been waived by law.

VII.

It is mutually agreed that in the event that any dispute, controversy or difference arises as a result of such community recreation programs being conducted upon school facilities jointly selected and used or concerning the County's use of School Board facilities or the School Board's use of County facilities, such dispute, controversy or difference shall be resolved, settled or arbitrated by appeal to the Park/School Task Force.

VIII.

It is mutually recognized that school properties and facilities are intended primarily for school and educational purposes and for the use and benefit of children of school age. Therefore, it is the intent of the parties hereto that the programs and activities to be conducted on school grounds shall be planned and scheduled so that the recreational needs of such children shall be provided for adequately, but not to exclude adults and senior adults. The same intent shall apply to County owned facilities, the Board recognizing that County recreational needs shall take priority over the needs of the School Board for County facilities.

IX.

The County and School Board warrant and agree that all School Board facilities and property shall be used in compliance with all Federal, state and local laws, in accordance with all rules and regulations of the School Board.

The County and School Board warrant and agree that all County facilities and property shall be used in compliance with all Federal, state, and local laws, in accordance with all rules and regulations of the County Commission.

X.

The School Board agrees that it will inform the County whenever new school sites are to be selected and designated so that the County may acquire adjoining property for providing additional recreational facilities, in the event the County desires so to do. Plans for development of adjoining property shall be processed through the Park/School Task Force.

The School Board further agrees that it will not lease or otherwise make available the long term use and/or occupancy of any property owned or held by the School Board in unincorporated area of Dade County without first ascertaining from the County whether it desires to utilize such property in the foreseeable future as a site for providing community recreation programs under the provisions of the agreement. The same shall apply to the County for County owned property.

XI.

It is mutually agreed that either the School Board or the County shall have the right or privilege of cancelling this agreement upon ninety (90) days written notice to the other party. Likewise, either party may cancel or discontinue the operation of this agreement in respect to any particular school or County facility at any time upon thirty (30) days written notice unless specifically stated in a Joint Use Agreement or Facility Lease.

XII.

It is expressly understood and agreed that this agreement shall not operate or be construed as creating any relationship between the parties in respect to the use of the school property and facilities herein mentioned or of County properties and facilities other than that of licensor and licensee, and it is further agreed that the privileges hereby conferred shall not be transferred or assigned in whole or in part without approval of the respective School Board of Commission.

XIII.

This agreement embodies the entire understandings of the respective parties hereto and there are no further or other agreements or understandings, written or

oral, in effect between the parties relating to the subject matter hereof. This agreement may be amended or modified only by an instrument of equal formality executed by the respective parties. This agreement in no way affects any long term lease that may exist between the School Board and the County.

IN WITNESS WHEREOF, THE SCHOOL BOARD OF DADE COUNTY, FLORIDA, has caused this agreement to be executed by its Chairman and affixed its official seal, attested by its Secretary, pursuant to action of the Board, and Dade County, Florida, has caused this agreement to be executed by its County Manager and affixed its official seal, attested by its Clerk, pursuant to resolution of the County Commission, on the day and year first above written.

ATTEST:

J. B. Jones
Secretary
APPROVED AS TO FORM
[Signature]
Attorney for Board

ATTEST:

RICHARD P. BRINKER, Clerk

W. E. Koch
DEPUTY CLERK



THE SCHOOL BOARD OF DADE COUNTY, FLORIDA

BY *[Signature]*
Chairman

METROPOLITAN DADE COUNTY, FLORIDA BY
ITS COUNTY COMMISSION

[Signature]
County Manager

RESOLUTION NO. R-169-79

RESOLUTION AUTHORIZING EXECUTION OF AMENDMENT TO AGREEMENT WITH THE DADE COUNTY SCHOOL BOARD, TO PROVIDE EXPANDED RECREATIONAL OFFERINGS FOR RECREATIONAL PROGRAMS TO COMMUNITIES IN DADE COUNTY; AND AUTHORIZING COUNTY MANAGER TO EXERCISE CANCELLATION PROVISION CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the memorandum from the County Manager, a copy of which is attached to this resolution, for the reasons delineated therein,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA, that this Board approves the amendment to agreement between Dade county and the School Board of Dade County, to provide expanded recreational offerings for recreational programs to communities in Dade County, in substantially the form attached hereto and made a part hereof; authorizes the County Manager to execute same for and on behalf of Dade County; and to exercise the cancellation provision contained therein.

The foregoing resolution was offered by Commissioner

Clara Osterle, who moved its adoption. The motion was seconded by Commissioner Ruth Shack, and upon being put to a vote, the vote was as follows:

Neal F. Adams	Absent
Clara Osterle	Aye
William G. Oliver	Aye
Beverly B. Phillips	Aye
James F. Redford, Jr.	Aye
Harvey Ruvin	Aye
Barry D. Schteiber	Aye
Ruth Shack	Aye
Stephen P. Clark	Aye

The Mayor thereupon declared the resolution duly passed and adopted this 13th day of February, 1979.

DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS
RICHARD P. BRINKER, CLERK

Approved by County Attorney as
to form and legal sufficiency. R A G

By: RAYMOND REED
Deputy Clerk.

MEMORANDUM Agenda Item No. 5 (a) (9)

-17A

TO Honorable Mayor and Members
Board of County Commissioners

DATE February 13, 1979

FROM M. R. *M. R. [Signature]*
County Manager

SUBJECT Revision of 1961
Agreement for Joint
Recreational Program
with Dade County
School Board

RECOMMENDATION

It is recommended that the existing Agreement between Dade County and the Dade County School Board be revised according to the attached draft prepared by representatives of staff and the School Board.

BACKGROUND

The current Agreement between Dade County and the Dade County School Board was approved by County Commission Resolution No. 6529 (May 2, 1961) encouraging mutual use of each other's facilities when feasible to improve upon recreational programs being offered to the community.

With the passage of time, and changes in operating procedures, the Agreement should be updated to accommodate today's needs, and to improve upon conditions experienced thus far in utilization of this Agreement.

ANALYSIS

This revision, drafted by members of the Park/School Task Force, endeavors to effect the following provisions not contained in the original 1961 Agreement:

1. Mutual "blanket" indemnification of the owning agency when facilities are in use by the other.
2. Emphasized use of leases and operating agreements for all long-term (more than one (1) year) arrangements.
3. Use of permits, executed at staff level, for short-term (less than one (1) year) arrangements. Examples include stadiums, pools, gymnasiums, etc.
4. Mutual notification of site acquisitions, surplus properties and facility planning.
5. Recognition and formulation of a Park/School Task Force to serve as the coordinating, investigating and recommending body for matters of common concern to both agencies.

AGREEMENT FOR JOINT RECREATIONAL PROGRAM

THIS AGREEMENT, MADE AND ENTERED INTO ON THIS 17TH DAY OF MAY, 1961, BY AND BETWEEN THE BOARD OF PUBLIC INSTRUCTION OF DADE COUNTY, FLORIDA, A BODY CORPORATE AND POLITICAL UNDER THE LAWS OF THE STATE OF FLORIDA, HEREINAFTER CALLED THE "SCHOOL BOARD", AND DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, HEREINAFTER CALLED THE "COUNTY",

WITNESSETH:

WHEREAS, THE SCHOOL BOARD AND THE COUNTY ARE MUTUALLY INTERESTED IN AND CONCERNED WITH PROVIDING AND MAKING AVAILABLE INCREASED RECREATIONAL PROGRAMS, ACTIVITIES AND FACILITIES FOR THE USE AND BENEFIT OF THE PEOPLE OF DADE COUNTY, FLORIDA; AND

WHEREAS, THE SCHOOL BOARD OWNS AND HAS UNDER ITS JURISDICTION AND CONTROL CERTAIN SCHOOL AND EDUCATIONAL FACILITIES AND EQUIPMENT THAT MAY BE UTILIZED AFTER NORMAL SCHOOL HOURS FOR SUITABLE COMMUNITY RECREATIONAL ACTIVITIES; AND

WHEREAS, THE COUNTY HAS PROVIDED FUNDS AND PERSONNEL FOR THE PURPOSE OF CONDUCTING, SUPERVISING AND DIRECTING BASIC COMMUNITY RECREATION PROGRAMS IN THE UNINCORPORATED AREAS OF DADE COUNTY; AND

WHEREAS, THE COMMON OBJECTIVE OF PROVIDING SUCH COMMUNITY RECREATION PROGRAMS MAY BE BEST ACHIEVED IN THE MOST ECONOMICAL MANNER THROUGH JOINT AND CONCERTED ACTION OF THE RESPECTIVE PARTIES IN MAKING AVAILABLE FOR SUCH PURPOSE SUITABLE FACILITIES BELONGING TO THE SCHOOL BOARD AND THE TRAINED PERSONNEL TO BE PROVIDED BY THE COUNTY,

NOW, THEREFORE, IT IS MUTUALLY UNDERSTOOD AND AGREED AS

FOLLOWS:

1. THE SCHOOL BOARD AGREES TO MAKE AVAILABLE TO THE COUNTY FOR THE PURPOSE OF CONDUCTING COMMUNITY RECREATION PROGRAMS THE USE OF SUCH SCHOOL FACILITIES AS MAY BE SELECTED FROM TIME TO TIME BY THE COUNTY AND APPROVED BY THE SCHOOL BOARD, UPON THE TERMS AND CONDITIONS HEREIN SET FORTH. IT IS UNDERSTOOD THAT SCHOOL EVENTS AND ACTIVITIES HAVE PRIORITY IN RESPECT TO THE USE OF ALL SCHOOL BOARD FACILITIES, AND

THE COMMUNITY RECREATION PROGRAMS PROVIDED BY THE COUNTY SHALL NOT CONFLICT OR INTERFERE WITH SUCH SCHOOL EVENTS AND ACTIVITIES. THE SELECTION AND APPROVAL OF THE SCHOOL FACILITIES TO BE UTILIZED FOR SUCH COMMUNITY RECREATION PROGRAMS SHALL BE ACCOMPLISHED IN THE FOLLOWING MANNER: WHENEVER THE COUNTY DETERMINES THAT A RECREATION PROGRAM SHOULD BE MADE AVAILABLE AT ANY SCHOOL OR SCHOOLS, IT SHALL CAUSE TO BE SUBMITTED TO THE SCHOOL BOARD A WRITTEN REQUEST FOR THE USE OF SUCH SCHOOL, DESCRIBING THE FACILITIES TO BE USED (THAT IS, THE EXTENT OF FACILITIES SUCH AS CLASSROOMS, RESTROOMS, AUDITORIUMS, GYMNASIUMS, INDUSTRIAL ART SHOPS, PLAYGROUNDS, ETC. NEEDED FOR CONDUCTING THE PROGRAM); A SCHEDULE OUTLINING THE PARTICULAR TYPE OR TYPES OF RECREATION PROGRAMS TO BE PROVIDED; THE DATES AND HOURS THEREOF, AND ANY OTHER INFORMATION REASONABLY REQUIRED BY THE SCHOOL BOARD. UPON RECEIPT OF ANY SUCH WRITTEN REQUEST, THE SCHOOL BOARD SHALL PROMPTLY REVIEW THE SAME AND APPROVE OR DISAPPROVE THE REQUEST IN WRITING. THE COUNTY MAY DISCONTINUE ANY SUCH RECREATIONAL PROGRAM AT ANY TIME UPON THIRTY DAYS WRITTEN NOTICE. THE COUNTY SHALL NOT BE OBLIGATED TO PROVIDE RECREATION PROGRAMS AT ANY SCHOOLS EXCEPT THOSE SELECTED BY THE COUNTY AND APPROVED BY THE SCHOOL BOARD.

E. THE COUNTY AGREES TO PROVIDE A BASIC RECREATION PROGRAM FOR THE UNINCORPORATED AREAS OF DADE COUNTY AT VARIOUS SCHOOLS SELECTED BY THE COUNTY IN COORDINATION WITH ACTIVITIES OF A SIMILAR NATURE SPONSORED BY THE SCHOOL BOARD. IT IS UNDERSTOOD AND AGREED THAT THE EXACT NATURE AND CHARACTER OF THE RECREATION PROGRAM AT EACH SCHOOL FACILITY SHALL BE DETERMINED BY JOINT PLANNING BETWEEN COUNTY PERSONNEL AND SCHOOL BOARD PERSONNEL, TO THE END THAT THE MOST FEASIBLE AND SUITABLE RECREATION PROGRAM MAY BE DEVELOPED FOR EACH AREA OF THE COMMUNITY THROUGH COORDINATION. THE RECREATION PROGRAMS TO BE CONDUCTED BY THE COUNTY WILL BE OPERATED AFTER SCHOOL HOURS AND DURING VACATION PERIODS. SPECIAL AREAS WILL BE SELECTED AND DETERMINED ON THE BASIS OF THE NEED THEREFOR COMMENSURATE WITH THE AVAILABILITY OF COUNTY FUNDS FOR SUCH PURPOSE, AND AS THE DESIRABILITY AND FEASIBILITY THEREFOR SHALL BE JOINTLY DETERMINED BY THE COUNTY AND THE SCHOOL BOARD.

3. THE COUNTY SHALL BE RESPONSIBLE FOR THE SUPERVISION OF SUCH COMMUNITY RECREATION PROGRAMS ON SCHOOL FACILITIES AFTER REGULAR SCHOOL HOURS AND DURING VACATION PERIODS. THE COUNTY AGREES TO INDEMNIFY AND HOLD HARMLESS THE SCHOOL BOARD FROM ALL LIABILITY, LOSS OR DAMAGE TO ANY PERSON OR PERSONS SUSTAINED AS A RESULT OF THE RECREATION PROGRAMS CONDUCTED BY THE COUNTY UPON SCHOOL FACILITIES, AND THE COUNTY COVENANTS THAT IT WILL CARRY AND PROVIDE AT ITS OWN COST AND EXPENSE APPROPRIATE PUBLIC LIABILITY INSURANCE COVERAGE IN AMOUNTS NOT LESS THAN \$100,000 FOR ANY PERSON, \$300,000 FOR ANY ONE ACCIDENT, AND \$5,000 FOR PROPERTY DAMAGE, AND TO DELIVER TO THE SCHOOL BOARD A CERTIFICATE OF INSURANCE EVIDENCING SUCH COVERAGE. THE COUNTY SHALL REIMBURSE THE SCHOOL BOARD FOR ANY AND ALL PERSONAL PROPERTY OR EQUIPMENT DAMAGED OR DESTROYED AS A RESULT OF THE RECREATION PROGRAMS CONDUCTED BY THE COUNTY.

4. THE COUNTY SHALL AT ALL TIMES PROVIDE AND MAINTAIN AT COUNTY EXPENSE ADEQUATE AND TRAINED PERSONNEL TO CONDUCT AND SUPERVISE ALL SUCH COMMUNITY RECREATION PROGRAMS. QUALIFIED SCHOOL PERSONNEL MAY BE EMPLOYED BY THE COUNTY ON A PART-TIME BASIS FOR SUCH PURPOSE, AT RATES PROVIDED BY THE COUNTY PAY PLAN CURRENTLY IN EFFECT, PROVIDED SUCH COUNTY EMPLOYMENT DOES NOT CONFLICT WITH PERFORMANCE OF DUTIES UNDER SCHOOL BOARD EMPLOYMENT. WHERE A SCHOOL GYMNASIUM IS UTILIZED BY THE COUNTY IN CONNECTION WITH A RECREATION PROGRAM, THE COUNTY SHALL EMPLOY ONE PERSON FROM THE COACHING STAFF OR THE PHYSICAL EDUCATION DEPARTMENT OF THE SCHOOL BOARD TO BE RESPONSIBLE FOR THE CARE AND CUSTODY OF ALL SCHOOL PROPERTY USED IN CONNECTION WITH SUCH ACTIVITIES. SUCH PERSONNEL SHALL BE DEEMED TO CONSTITUTE A COUNTY EMPLOYEE DURING THE HOURS OF WORKING UNDER COUNTY SUPERVISION, AND SHALL BE PAID FOR SUCH SERVICES ACCORDING TO THE COUNTY JOB CLASSIFICATION AT WHICH EMPLOYED. THE COUNTY SHALL MAKE EVERY EFFORT TO CONTINUE INTRA-SCHOOL AND SIMILAR TYPE ATHLETIC ACTIVITIES CARRIED ON BY THE PHYSICAL EDUCATION DEPARTMENTS, IN ADDITION TO THE COUNTY RECREATION PROGRAM. AT THE ELEMENTARY SCHOOL LEVEL, THE COUNTY SHALL BE UNDER NO OBLIGATION TO EMPLOY FACULTY MEMBERS OF ANY PARTICULAR SCHOOL IN CONNECTION WITH THE RECREATION PROGRAM CONDUCTED AT SUCH SCHOOL. WHERE A PARTICULAR SCHOOL HAS EMPLOYED PHYSICAL EDUCATION INSTRUCTORS TO CONDUCT AFTER-SCHOOL

ACTIVITIES, SUCH SCHOOL PERSONNEL SHALL CONTINUE TO PERFORM THEIR INSTRUCTION WORK AFTER SCHOOL UNDER THE SUPERVISION OF COUNTY RECREATION PERSONNEL AND COORDINATE THE SCHOOL PROGRAM WITH THE COUNTY PROGRAM, WITHOUT COST TO THE COUNTY. EACH SCHOOL PRINCIPAL IN CHARGE OF ANY SCHOOL FACILITY USED BY THE COUNTY FOR RECREATION PROGRAMS SHALL CAUSE APPROPRIATE CUSTODIAL SERVICES TO BE PROVIDED FOR SUCH SCHOOL FACILITIES, AND THE COUNTY SHALL REIMBURSE THE SCHOOL BOARD FOR THE ACTUAL COSTS OF PROVIDING SUCH CUSTODIAL SERVICES. WHENEVER BENEFICIAL, THE WORKING HOURS OF COUNTY PERSONNEL AND SCHOOL BOARD PERSONNEL SHALL BE COORDINATED AND INTEGRATED. THE SEVERAL SCHOOL PRINCIPALS SHALL ASSIST IN SCHEDULING THE RECREATIONAL PROGRAMS TO BE CONDUCTED BY THE COUNTY AT THEIR RESPECTIVE SCHOOLS.

5. THE COUNTY SHALL PROVIDE ALL SUPPLIES AND EXPENDABLE MATERIALS NECESSARY TO CARRY ON SUCH COMMUNITY RECREATION PROGRAMS. THE SCHOOL BOARD SHALL INSTALL AND MAINTAIN ALL FENCES, PLAY APPARATUS AND EQUIPMENT NECESSARY FOR ITS SCHOOL PROGRAM, AND THE SAME MAY BE USED BY THE COUNTY IN CONNECTION WITH ITS COMMUNITY RECREATION PROGRAMS.

THE COUNTY WILL NOT, WITHOUT FIRST OBTAINING WRITTEN PERMISSION FROM THE SCHOOL BOARD, ALTER OR CHANGE ANY SCHOOL FACILITIES USED BY THE COUNTY IN ANY MANNER WHATSOEVER, NOR ERECT, INSTALL, OR LOCATE ANY BUILDING OR OTHER IMPROVEMENT THEREON, EITHER TEMPORARY OR PERMANENT, AND WILL QUIT AND DELIVER UP THE FACILITIES USED BY THE COUNTY WHEN SUCH USE IS TERMINATED IN AS GOOD CONDITION AS WHEN ACCEPTED BY THE COUNTY, ORDINARY WEAR AND DECAY AND DAMAGE BY THE ELEMENTS EXCEPTED; AND IN THE EVENT IT SHOULD BE NECESSARY TO PERFORM ANY REPAIRS OR RECONDITIONING WORK TO RECONSTRUCT OR RESTORE THE FACILITIES AFTER USE BY THE COUNTY, THE COUNTY SHALL REIMBURSE THE SCHOOL BOARD FOR SUCH COSTS OF REPAIRS AND RECONDITIONING.

WHEN THE SCHOOL BOARD DETERMINES THAT ADDITIONAL TOILET OR OTHER FACILITIES ARE NECESSARY IN CONNECTION WITH USE BY THE COUNTY OF ANY SCHOOL FACILITY, SUCH ADDITIONAL TOILET OR OTHER FACILITY SHALL BE PROVIDED OR CONSTRUCTED AT THE COST OF THE COUNTY AND UPON THE APPROVAL OF THE SCHOOL BOARD, OR THE COUNTY SHALL DISCONTINUE THE USE OF SUCH SCHOOL FACILITY.

ATTACHMENT C

Office of Superintendent of Schools
Board Meeting of November 20, 2007

November 7, 2007

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

SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO:

- 1) EXECUTE AN ACCESS AGREEMENT LETTER TO ALLOW TEMPORARY USE OF HOMESTEAD AIR BASE PARK TO COMPLETE CONSTRUCTION RELATED ACTIVITIES ASSOCIATED WITH THE CONSTRUCTION OF STATE SCHOOL "DD-1" (RELIEF FOR CAMPBELL DRIVE, DR. W.A. CHAPMAN AND PESKOE ELEMENTARY SCHOOLS AND CAMPBELL DRIVE, CENTENNIAL AND REDLAND MIDDLE SCHOOLS AND LEISURE CITY K-8 CENTER); AND
- 2) FINALIZE NEGOTIATIONS AND EXECUTE A JOINT USE AGREEMENT WITH MIAMI-DADE COUNTY FOR RECREATIONAL FACILITIES AT HOMESTEAD AIR BASE PARK AND STATE SCHOOL "DD-1"

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

LINK TO STRATEGIC PLAN: IMPROVE CONSTRUCTION SERVICES

Background

The District is currently in the final stages of constructing State School "DD-1" (School), located at 12225 SW 280 Street, Miami. The School is adjacent to the 212-acre Miami-Dade County (County) Homestead Air Base Park (Park), a Regional Park intended to serve the South Dade community (see location map). In order to maximize the parent drop-off area serving the School, the County Public Works Department has requested that the District create a stacking lane to accommodate approximately 104 vehicles and nine school buses, without using public right-of-way. This can be accomplished by constructing the stacking lane through a portion of the Park (see location map). This proposed method of providing the access road was developed after considering all other options, and was deemed to be the most practical. The road will also serve as the main point of vehicular ingress/egress for the School. The County Parks Department was contacted, and indicated a willingness to work with the District to facilitate construction of the stacking lane through the execution of a short-term Access Letter Agreement (Access Agreement). Issues dealing with the long-term use and maintenance of the stacking lane will be included in a Joint Use Agreement.

Proposed Access Letter Agreement

Terms of the proposed Access Agreement are, substantially, as follows:

- the Access Agreement will terminate effective with the completion of construction activities on the Park, which is anticipated for February 2008;

- access to the Park will be limited to the area adjacent to the School, for the purpose of completing construction related activities associated with the construction of the School;
- the District shall be responsible for securing the work site;
- work will consist largely of constructing a 24' wide road across the Park, immediately adjacent to the School, extending approximately 1003' from SW 280 Street to the staff/visitor parking lot;
- the District will assure the continued access to the balance of the Park by park patrons during construction;
- during those times that work is taking place within the Park, the Board shall indemnify and hold harmless the County, to the extent and within the limitations of Florida Statute, and
- the District's contractor will provide the same indemnification to the County as required by the Board, and will list the County as additional insured on its liability insurance.

Additional Information

Due to the desire to augment the on-site recreational facilities of the School, and allow Park use of the stacking lane, School parking and School recreational facilities, the principal and Park staff are recommending that a Joint Use Agreement (Agreement) be entered into. The proposed Agreement will allow ongoing District use of the stacking lane, as well as use of certain Park recreational facilities during school hours, and County access to recreational facilities at the School, for park use during non-school hours.

Proposed Joint Use Agreement

Terms of the proposed Agreement are, substantially, as follows:

- the Park will be utilized by the School during school hours. The Park amenities to be used by the School will be as mutually agreed to by the School Administrator and Park Supervisor;
- the District shall retain responsibility for the ongoing maintenance of the portion of the stacking lane constructed on the Park;
- the County may utilize recreational facilities located at the School, after school hours and on days when school is not in session, as mutually agreed to by the School Administrator and the Park Supervisor;
- each party shall be responsible for removal of trash and litter from the Park and school sites, generated during their respective periods of use;
- on a periodic basis, the parties, through their respective designees, may modify the exact areas used and periods of use;
- the parties shall each indemnify and hold harmless the other, to the extent and within the limitations of Florida Statute;

- for other than the stacking lane, the Agreement may be cancelled by either party, if the other party defaults and fails to cure. In addition, either party may cancel this Agreement at any time with 180 days advance written notice. However, in the event of cancellation by the County, the County will grant the District continued use of the stacking lane, subject to approval by our County Attorney's Office and compliance with Article 7 of the Home Rule Charter of Miami Dade County; and
- the Superintendent shall be the party designated by the Board to grant or deny all approvals required by this Agreement, or to cancel this Agreement.

The Principal of State School "DD-1", Regional Center VI Superintendent, and Office of School Facilities recommend entering into the proposed Access Agreement and Joint Use Agreement. Both agreements will be reviewed by the School Board Attorney's Office and Office of Risk and Benefits Management prior to execution.

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

- 1) execute an Access Letter Agreement to allow temporary use of Homestead Air Base Park to complete construction related activities associated with the construction of State School "DD-1"; and
- 2) finalize negotiations with Miami-Dade County and execute a Joint Use Agreement for use of recreational facilities at Homestead Air Base Park and State School "DD-1", under substantially the terms and conditions noted above.

RL

LOCATION MAP

Park

Park

Future District
School Site

S/S "DD1"

SW 280TH ST

WALDIN DR

SW 121ST AVE

Legend

 Access Road



Not to Scale