

Memorandum



Date: June 8, 2009

RCT

Agenda Item No. 4(H)

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

From: George M. Burgess
County Manager

Subject: Joint Use Agreement with the School Board of Miami-Dade County for Spanish Lake Elementary School, Lawton Chiles Middle School and Spanish Lake Park

Recommendation

It is recommended that the Board approve the attached resolution authorizing 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 Spanish Lake Elementary and Lawton Chiles Middle Schools, and Spanish Lake Park for recreational purposes.

Scope

Spanish Lake Park is located at 19405 NW 82 Avenue, in Commission District 13. Spanish Lake Elementary and Lawton Chiles Middle Schools are 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 annual net operational costs of \$9,986.00 for Spanish Lake Park. Operational costs are budgeted from the General Fund Subsidy (UMSA).

Track Record/Monitor

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

Background

On May 16, 2007 the School Board authorized a conveyance of land to the County (Attachment B) in order to improve traffic circulation in the area around the park and schools, and to assist the School Board in connecting both schools. The Miami-Dade Board of County Commissioners approved an equally sized land exchange to assist in improving traffic circulation through the adoption of Resolution R-682-07 (Attachment C).

In accordance with the Agreement for Joint Recreational Program and Use of Facilities as amended in 1979 (Attachment D), the School Board desires to enter into a Park-School Agreement with the County. The Agreement allows for the mutual use of facilities and amenities for recreational and educational purposes and provides for coordination between school administrators and park supervisors for all scheduling, maintenance and other issues related to usage by either party. The agreement is for 30 years and will renew automatically for one (1) successive ten (10) year term.

Attachments

Alex Muñoz
Assistant County Manager

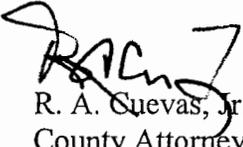


MEMORANDUM

(Revised)

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

DATE: July 7, 2009

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

SUBJECT: Agenda Item No.

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

Agenda Item No.

Veto _____

7-7-09

Override _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING A JOINT USE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE SCHOOL BOARD OF MIAMI-DADE COUNTY FOR USE OF PROPERTY AT SPANISH LAKE ELEMENTARY SCHOOL, LAWTON CHILES MIDDLE SCHOOL AND SPANISH LAKE PARK; AND AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXECUTE SAME ON BEHALF OF MIAMI-DADE COUNTY

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 Miami-Dade County Board of County Commissioners on June 5, 2007, through Resolution R-682-07, authorized a land exchange to improve traffic circulation around Spanish Lakes Park (the "Park"), Spanish Lakes Elementary School and Lawton Chiles Middle School (the "School Facilities") and connect the School Facilities; and

WHEREAS, the School Board of Miami-Dade County (the "School Board") and Miami-Dade County (the "County") are mutually interested in and concerned with providing and making available recreational programs, activities and facilities for the use and benefit of both the students of County public schools and other County residents; and

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

WHEREAS, the County, through its Park and Recreation Department (the "Park Department"), is requesting use of the recreational amenities at the School Facilities during non-school hours to augment the Park Department's programming; and

WHEREAS, the School Board and County are desirous of entering into a Joint Use Agreement to provide for the joint use of the Park and School Facilities and various recreational amenities on the School Facilities and Park,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY

COMMISSIONERS OF MIAMI-DADE, FLORIDA, that this Board approves a Joint Use Agreement between the School Board and the County in substantially the form attached hereto and made a part thereof, and authorizes the County Mayor or the Mayor's designee to execute the Joint Use Agreement, same for and on behalf of Miami-Dade County, upon approval by the County Attorney's Office.

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
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of July, 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.



Martin W. Sybblis

ATTACHMENT A

**JOINT USE AGREEMENT
FOR
LAWTON CHILES MIDDLE SCHOOL,
SPANISH LAKE ELEMENTARY SCHOOL
AND
SPANISH LAKE 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 Lawton Chiles Middle School ("Middle School") located at 8190 NW 197 Street, and Spanish Lake Elementary School ("Elementary School"), located at 7940 NW 194 Street, (collectively, the "School Facilities"), and Spanish Lake Park ("Park"), located at 19405 NW 82 Avenue, this Joint Use Agreement ("Agreement") is proffered on the _____ day of _____, 200_. This Agreement is by and between Miami-Dade County ("COUNTY"), and the School Board of Miami-Dade County, Florida ("DISTRICT") (the County and District, together, the "Parties"), for the development and use of recreational facilities at the Park and School facilities.

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

WHEREAS, the COUNTY, through its Park and Recreation Department (the "Park Department"), is requesting use of the recreational amenities at the School Facilities during non-school hours to augment its park programming.

WHEREAS on May 16, 2007, the School Board authorized by Board Item F-6 (Attachment B) a conveyance of land to the County in order to improve traffic circulation in the area around park and schools and to assist the School Board in connecting both schools

WHEREAS, the Miami-Dade Board of County Commissioners in June 5, 2007 through Resolution 682-07 (Attachment C) authorized a land exchange to improve traffic circulation around the park and school sites and connect both schools.

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

!

JOINT USE OF PREMISES

The District will allow the COUNTY to use recreational amenities at the Elementary School and Middle School as mutually agreed to by the Park Manager and respective School Administrator.

The District will allow the COUNTY to use the Elementary School and Middle School auditorium, as available, subject to School Board Rule and as coordinated with the respective School Administrator.

The County will designate the Park Manager or designee to coordinate with the Elementary School and Middle School Administrators or designees for all scheduling, maintenance and other issues related to usage by either party of the School facilities and Park facilities.

The County will allow the DISTRICT to use the Park during regular school hours on regular school days, as mutually agreed to by the Park Supervisor and respective School Administrator. Portions of the Park may be closed from time to time to reduce the impact on the turf. Each School Administrator may request additional use of the Park, after normal school hours by reserving such use with the Park Manager.

II

TERM OF AGREEMENT

This Agreement shall be for a term of thirty (30) years effective with the execution of this Agreement by both Parties and shall remain in full force and effect unless cancelled in writing by either Party, with a minimum of 180 days prior written notice. This Agreement shall renew automatically for one (1) successive ten (10) year term. In addition, the Agreement may be cancelled by either Party, if the other Party defaults and fails to cure.

III

CONSIDERATION

The COUNTY does covenant and agree to pay the DISTRICT as consideration for the use and occupancy of the DISTRICT-owned portion of the JOINT USE PREMISES throughout the term of this Agreement and any renewal thereof, the sum of one dollar (\$1.00) per year in advance, beginning on the [date] (the "Commencement Date"), and on the anniversary date of each and every year thereafter.

The DISTRICT does covenant and agree to pay the COUNTY as consideration for the use and occupancy of the COUNTY-owned portion of the JOINT USE PREMISES throughout the term of this Agreement and any renewal thereof, the sum of one dollar (\$1.00) per year in advance, beginning on the Commencement Date hereof, and on the anniversary date of each and every year thereafter.

IV

MAINTENANCE

The DISTRICT and COUNTY shall keep and maintain the JOINT USE PREMISES in a safe, clean and working condition during the term of this Agreement. Responsibility for maintenance of the JOINT USE PREMISES shall be as follows:

A. DISTRICT'S Responsibilities

The District will Designate an Administrator or designee from the Elementary School and an Administrator or designee from the Middle School to coordinate with the Park Manager or designee, for all scheduling, maintenance and other issues related to usage by either party of the School facilities and Park facilities.

B. COUNTY'S Responsibilities

Retain responsibility for ongoing routine maintenance of the Park facilities used by the DISTRICT.

In addition, each Party shall be responsible for making any and all repairs as a result of damage to the JOINT USE PREMISES, at its sole cost and expenses, caused by that Party's own actions or negligence. The COUNTY is to provide its maintenance services during the term of COUNTY'S use of the JOINT USE PREMISES. However, to the extent necessary, and subject to the provisions of the Jessica Lunsford Act, the COUNTY may access the JOINT USE PREMISES during the term of this Agreement to provide certain maintenance that could not otherwise be provided during the term of this Agreement. Such access by the COUNTY shall be scheduled with the School administrator in advance.

Given the nature of shared use of the Joint use Premises and unknown future conditions, the Parties agree that prior to the start of each school year or as soon thereafter as possible, the Joint Use Committee shall review the maintenance history and use of the JOINT USE PREMISES, and shall modify the provisions of Article IV of this Agreement, as necessary, to adjust the maintenance responsibilities and any maintenance costs, if applicable, in an equitable and reasonable manner. In addition, should either party incur unanticipated costs at any time throughout the term of this Agreement that are attributable to the use of the JOINT USE PREMISES by the other party, the Joint Use Committee (as defined below) will review those expenses and allocate costs accordingly.

The COUNTY may apply certain herbicides and pesticides to the JOINT USE PREMISES during the term of this Agreement, using a certified technician, after first submitting specifications and environmental information to the DISTRICT, or its designee, and securing written approval from same to utilize the product. The COUNTY must coordinate and schedule use of the herbicide or pesticide with the School administrator prior to its application.

V

JOINT USE COMMITTEE

A Joint Use Committee, made up of the School Administrator, or his/her designee, and the Park Manager, or his/her designee, shall be established as of the Commencement Date of this Agreement, and shall be responsible for establishing, monitoring, and modifying the joint use of the JOINT USE PREMISES in conformance with this Agreement. Except as otherwise provided in this Agreement, the Joint Use Committee shall be responsible for coordinating and resolving any issues pertaining to the scheduling, use, operation, maintenance, including payment of maintenance costs, and supervision of the JOINT USE PREMISES.

In the event the Joint Use Committee cannot reach agreement on a particular issue, the matter will be brought before the COUNTY'S Park Director, or his/her designee, and the DISTRICT'S Chief Facilities Officer, or his/her designee, who shall jointly review the matter and reach a mutual agreement. If the Parties cannot reach agreement, either Party shall have the right to place the other Party in default.

VI

UTILITIES AND OTHER SERVICES

Each Party shall be responsible for payment of their proportional share of all utilities consumed within the JOINT USE PREMISES during the term of this Agreement, including without limitation, charges for waste collection, electricity, water and sewer, and for all other services, including telecommunications, if any. The Joint Use Committee shall establish a mutually acceptable procedure for collecting payment from the other Party for utilities consumed by such Party during the term of this Agreement.

VII

**GENERAL OBLIGATIONS OF DISTRICT AND COUNTY
REGARDING USE OF JOINT USE PREMISES**

A. The DISTRICT agrees to:

1. Designate an Administrator or designee from the Elementary School and an Administrator or designee from the Middle School to coordinate with the Park Supervisor or designee, for all scheduling, maintenance and other issues related to usage by either party of the School facilities and Park facilities.
2. Allow the COUNTY to use recreational amenities at the Elementary School and Middle School as mutually agreed to by the Park Manager and respective School Administrator.
3. Allow the COUNTY to use the Elementary School and Middle School auditorium, as available, subject to School Board Rule and as coordinated with the respective School Administrator.
4. Retain responsibility for ongoing routine maintenance of the School recreational facilities used by the COUNTY.

B. The COUNTY agrees to:

1. Designate the Park Manager or designee to coordinate with the Elementary School and Middle School Administrators or designees for all scheduling, maintenance and other issues related to usage by either party of the School facilities and Park facilities.
2. Allow the DISTRICT to use the Park during regular school hours on regular school days, as mutually agreed to by the Park Supervisor and respective School Administrator. Portions of the Park may be closed from time to time to reduce the impact on the turf. Each School Administrator may request additional use of the Park, after normal school hours, by reserving such use with the Park Supervisor.

3. Retain responsibility for ongoing routine maintenance of the Park facilities used by the DISTRICT.

C. The COUNTY and DISTRICT agree to:

1. Remove trash and litter from the Elementary School and Middle School and Park areas generated during their respective period of use, and keep same in a safe and usable condition at all times.
2. Allow the respective School Administrator and Park Manager on a periodic basis, and as required, to modify the exact areas of use and periods of use of the Park and School facilities.
3. 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.

VIII

DEFAULT

The DISTRICT shall notify the COUNTY in writing regarding the COUNTY'S failure to perform or to comply with the terms and condition of this Agreement. If the COUNTY fails to cure the default within thirty (30) days after receiving written notice or does not provide the DISTRICT with a written response (indicating the status of the COUNTY'S curing of the default and providing a mutually agreeable schedule to cure all defaults; said approval not to be unreasonably withheld) within thirty (30) days after receiving written notice, the DISTRICT shall have the right to terminate this Agreement, without penalty, upon (10) days additional written notice.

The COUNTY shall notify the BOARD in writing regarding the DISTRICT'S failure to perform or to comply with the terms and conditions of this Agreement. If the DISTRICT fails to cure the default within thirty (30) days after receiving written notice or does not provide the DISTRICT with a written response (indicating the status of the DISTRICT'S curing of the default and providing a mutually agreeable schedule to cure all defaults; said approval not to be unreasonably withheld) within thirty (30) days after receiving written notice, the COUNTY shall have the right to terminate this Agreement, without penalty, upon (10) days additional written notice.

Notwithstanding the above, the terms of this Agreement shall survive the cancellation and/or termination of the Agreement as they relate to the JOINT USE PREMISES described in Exhibit "A" attached hereto and made a part hereof, to allow for the continued use of such amenities by the parties hereto.

IX

PEACEFUL POSSESSION

Subject to the terms, conditions and covenants of this Agreement, the DISTRICT and COUNTY agree that both Parties shall and may peaceably have, hold and enjoy the above described JOINT USE PREMISES, without hindrance or molestation by the other Party.

X

**ENVIRONMENTAL WARRANTIES,
REPRESENTATIONS AND INDEMNIFICATION**

Neither Party shall use, handle, generate, manufacture, produce, store, discharge, treat, remove, transport or dispose of Hazardous Substances at, in, upon, under, to or from the other party's property. Hazardous Substances" shall include, but not be limited to, flammable substances, explosives, radioactive materials, asbestos, polychlorinated biphenyls, chemicals known to cause cancer, reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic by Federal, State or Local Environmental Laws. Either party shall immediately deliver to the other party complete copies of all notices, demands, or other communications received by such party from any governmental or quasi-governmental authority or any insurance company or board of fire underwriters or like or similar entities regarding in any way alleged violations or potential violation of any environmental law or otherwise asserting the existence or potential existence of any condition or activity on the other party's property which is or could be dangerous to life, limb, property or the environment. In addition, both parties shall comply with all applicable environmental laws with respect to this Agreement.

If any governmental authority requires any clean-up or clean-up measures because of any Hazardous Substances discharge demonstrated to have been caused by one Party with respect to the other Party's property, then such party shall, at its own expense, prepare and submit the required plans and all related bonds and other financial assurances and shall carry out all such clean-up plans. Both parties shall promptly provide the other Party with all information reasonably requested regarding such Party's use, generation, storage, transportation or disposal of Hazardous Substances in or at the JOINT USE PREMISES.

XI

SURRENDER OF PREMISES

Except as otherwise provided in Article VIII of this Agreement, the COUNTY agrees, at the expiration, termination or cancellation of this Agreement or any extension thereof, to promptly and peacefully surrender and deliver possession of the DISTRICT-owned portion of the JOINT USE PREMISES to the DISTRICT in good order and repair and in as good or better condition as existed on the Commencement Date of this Agreement, ordinary wear and tear, or damage by fire, windstorm or other Acts of God, excepted. Upon the expiration, cancellation or termination of this Agreement, the COUNTY agrees to remove any improvements or facilities

constructed by the COUNTY on the DISTRICT-owned portion of the JOINT USE PREMISES and to restore such area to the same or better condition as existed before the Commencement Date of this Agreement.

Except as otherwise provided in Article VIII of this Agreement, the DISTRICT agrees, at the expiration, termination or cancellation of this Agreement or any extension thereof, to promptly and peacefully surrender and deliver possession of the COUNTY-owned portion of the JOINT USE PREMISES to the COUNTY in good order and repair and in as good or better condition as existed on the Commencement Date of this Agreement, ordinary wear and tear, or damage by fire, windstorm or other acts of God, excepted. Upon the expiration, cancellation or termination of this Agreement, the DISTRICT agrees to remove any improvements or facilities constructed by the DISTRICT on the COUNTY-owned portion of the DEMISED AREA, and to restore such area to the same or better condition as existed before the Commencement Date of this Agreement.

XII

INDEMNIFICATION

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.

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.

XIII

SUBORDINATION

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

XIV

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.

XV

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.

XVI

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 Schools.

XVII

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 Schools 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.

XVIII

SUCCESSORS AND ASSIGNS

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

XIX

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.

XX

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.

XXI

**AUTHORITY OF COUNTY MAYOR
OR DESIGNEE AND SUPERINTENDENT**

The County Mayor or designee shall be the official 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.

XXII

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:

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

With a copy to:

Director
Miami-Dade County
Park and Recreation Department
375 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

XXIII

LEGAL FEES AND COURT COSTS

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 or cancellation of this Agreement

XXIV

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

School Board Attorney

Exhibit A



Legend

-  Board owned
-  Park

17


Not to Scale

ATTACHMENT B

Office of Superintendent of Schools
Board Meeting of May 16, 2007

May 2, 2007

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

SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE THE NECESSARY AGREEMENTS TO:

- 1) CONVEY A PARCEL OF LAND APPROXIMATELY .31 ACRES IN SIZE AT LAWTON CHILES MIDDLE SCHOOL TO MIAMI-DADE COUNTY AND RECEIVE THE CONVEYANCE FROM MIAMI-DADE COUNTY OF AN EQUALLY SIZED PARCEL FROM THE ADJACENT SPANISH LAKES PARK, TO PROVIDE FOR THE CONSTRUCTION BY THE DISTRICT OF A PORTION OF A PARENT DROP-OFF ACCESS ROAD ACROSS THE PARK SITE TO SERVE STATE SCHOOL "U1" (RELIEF FOR JOELLA C. GOOD ELEMENTARY, PALM SPRINGS NORTH ELEMENTARY, SKYWAY ELEMENTARY AND CHARLES D. WYCHE ELEMENTARY SCHOOLS), LOCATED AT 7940 NW 194 STREET, AND**
- 2) ALLOW SHORT TERM USE OF SPANISH LAKES PARK BY STATE SCHOOL "U-1" FOR RECREATIONAL PURPOSES**

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

LINK TO STRATEGIC PLAN: IMPROVE CONSTRUCTION SERVICES

Background

The District is currently constructing State School "U1" (School) and Early Childhood Center (ECC-1) on Board-owned land located in close proximity to Lawton Chiles Middle School (see location map). In order to maximize the parent drop-off area serving the School, the Miami-Dade County (County) Public Works Department has requested that the District create a stacking lane to accommodate approximately 180 vehicles, without using public right-of-way. This can be accomplished by constructing the stacking lane through the north portion of the Chiles Middle School campus and the adjacent County-owned Spanish Lakes Park (Park), with vehicles accessing the School's parent drop-off area through the School's parking lot (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 feasible.

F - 6

Proposed Conveyance

The County Park Department was contacted, and indicated a willingness to work with the District to facilitate construction of the access road. Given the restrictions on using park land for other than park purposes, the County advised that the appropriate course of action would entail conveyance to the District of that portion of the Park impacted by the new road (13,522 square feet), with the Board to convey an equal portion of the adjacent Chiles Middle School campus to the County (see location map). Such a land swap would make both parties "whole" and have no negative impact on the continued use of either the Park or Chiles Middle School.

Proposed Short Term Agreement

In addition, it is anticipated that the District and County will enter into a joint use agreement to allow joint use of recreational facilities located on the Park, and on the adjacent schools. Given that terms of the proposed joint use agreement may not be finalized prior to the opening of the School, the County has agreed to a Short Term Agreement for temporary use of the Park. The Agreement will define the School's period of use, maintenance responsibilities and other operational issues, and indemnify the County to the limits of Florida Statutes. Terms of the final proposed joint use agreement will be brought to the Board at a subsequent meeting for approval.

The principals of Lawton Chiles Middle School and the School, and the Regional Center I Superintendent recommend the even exchange of land with the County, as described above, to facilitate the construction of an access road to the School, and entering into a Short Term Agreement for temporary use by the District of Spanish Lakes Park. The Short Term Agreement will be reviewed by the School Board Attorney's Office and Office of Risk and Benefits Management prior to its execution.

RECOMMENDED: That The School Board of Miami-Dade County, Florida authorize the Superintendent to finalize negotiations and execute the necessary agreements to:

- 1) convey a parcel of land approximately .31 acres in size at Lawton Chiles Middle School to Miami-Dade County and receive the conveyance from Miami-Dade County of an equally sized parcel from the adjacent Spanish Lakes Park, to provide for the construction by the District of a portion of a parent drop-off access road across the park site to serve State School "U1" (Relief for Joella C. Good Elementary, Palm Springs North Elementary, Skyway Elementary and Charles D. Wyche Elementary Schools), located at 7940 NW 194 Street; and
- 2) allow short term use of Spanish Lakes Park by State School "U- 1" for recreational purposes.

ATTACHMENT C

Memorandum



Date: June 5, 2007.

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Spanish Lakes Park
Land Exchange with School Board of Miami-Dade County

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

Recommendation

It is recommended the Board authorize the execution of an exchange of land with the School Board of Miami-Dade County (School Board) at Spanish Lakes Park, located at 19405 NW 82 Avenue, to improve traffic circulation in the neighborhood.

Scope

Spanish Lakes Park is located within Commission District 13. The land exchange will improve traffic circulation in the neighborhood around the park and school sites.

Fiscal Impact/Funding Source

The exchange of property will not create any financial impact on the County. The School Board will pay all costs for relocating fences, walkways, landscaping and road construction.

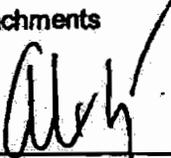
Track Record/Monitor

The School Board has entered into many agreements with the County involving parks. The Planning and Research Division of the Park and Recreation Department will process and monitor the exchange of property.

Background

The School Board is constructing a new elementary school south of Spanish Lakes Park. To improve traffic circulation in the neighborhood, it has proposed to connect the existing school (Lawton Chiles Middle School) north of the park with a road across the park. The County will give a portion of the park site to the School Board in exchange for an equally-sized portion of the school property (Exhibit A). Once the School Board executes a deed for the school portion, a County deed for the park portion will be prepared for execution by the Mayor in accordance with Florida Statute 125.411 and on behalf of Miami-Dade County.

Attachments



Alex Muñoz
Assistant County Manager

21

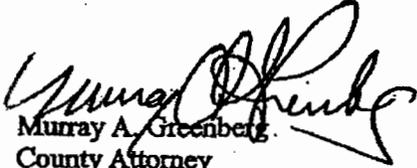


MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: June 5, 2007

FROM: 
Murray A. Greenberg
County Attorney

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

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 Manager'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

22

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(M)(1)(C)
06-05-07

RESOLUTION NO. R-682-07

RESOLUTION AUTHORIZING EXCHANGE OF LAND WITH THE SCHOOL BOARD OF MIAMI DADE COUNTY AT SPANISH LAKES PARK, LOCATED AT 19405 NW 82 AVENUE, AND AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO TAKE SUBSEQUENT ACTIONS, AS NECESSARY

WHEREAS, Miami-Dade County owns and the Miami-Dade County Park and Recreation Department maintains Spanish Lakes Park, located at 19405 NW 82 Avenue; and

WHEREAS, the School Board of Miami-Dade County owns and maintains two school sites adjacent to Spanish Lakes Park, and desires to acquire a portion of the park in order to connect the school sites; and

WHEREAS, the County desires to cooperate with the School Board of Miami-Dade County by exchanging a 13,522 sq. ft. (+/-) portion of the park for a equally-sized portion of a school site; and

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

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the equal exchange of properties with the School Board of Miami-Dade County at Spanish Lakes Park, located at 19405 NW 82 Avenue, in substantially the same location attached hereto and made a part hereof; and authorizes the County Mayor or his designee

MIAMI-DADE COUNTY
COMMISSIONERS
OFFICE

to take appropriate actions to accomplish same; and authorizes the Mayor to execute a County Deed once the School Board executes a deed for an equally-sized portion of the school site, in accordance with Florida Statute 125.411, same for and on behalf of Miami-Dade County.

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of June, 2007. 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

Approved by County Attorney as
to form and legal sufficiency.



KAY SULLIVAN
Deputy Clerk

Diamela del Castillo

24

Spanish Lakes Park-Land Exchange

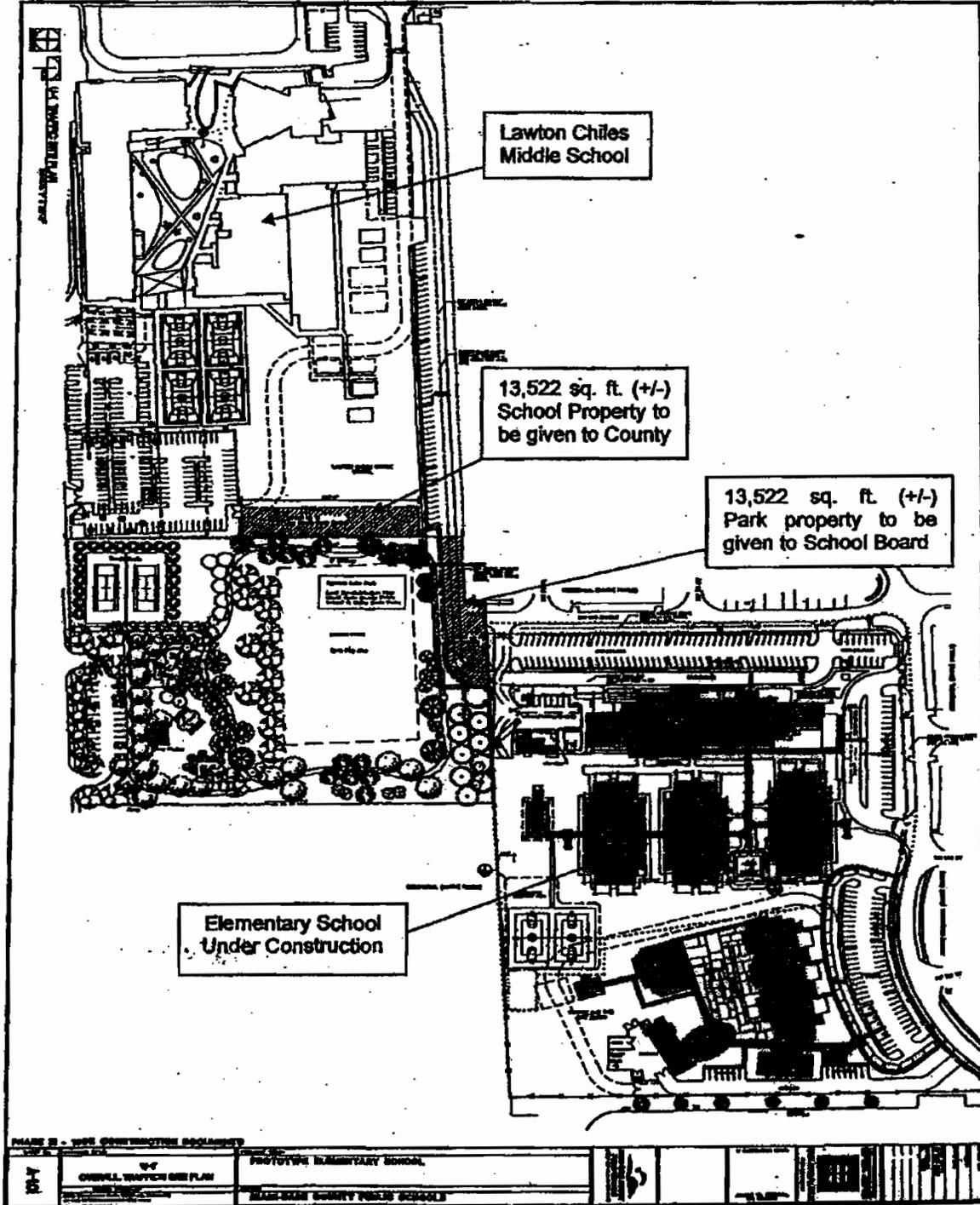


Exhibit A

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ATTACHMENT D

AMENDMENT
TO
AGREEMENT FOR JOINT RECREATION PROGRAM
AND USE OF FACILITIES

1-7-79

THIS AGREEMENT, made and entered into on this 13th day of FEBRUARY A.D. 1979, 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 providing 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 facilities 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 Agreement 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 use, operating agreements, site acquisition, facility planning, development and use of facilities for jointly sponsored activities; coordination of similar programs such as community schools and after-school recreation; and attempt to maintain an equitable

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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.

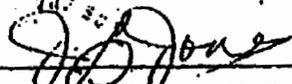
XIII.

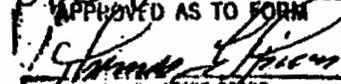
This agreement embodies the entire understandings of the respective parties hereto and there are no further or other agreements or understandings, written or

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:

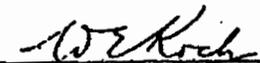


Secretary
APPROVED AS TO FORM


CLERK FOR BOARD

ATTEST:

RICHARD P. BRINKER, Clerk



DEPUTY CLERK

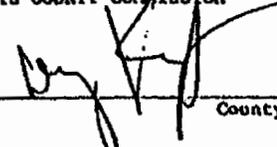


THE SCHOOL BOARD OF DADE COUNTY, FLORIDA

BY 

Chairman

METROPOLITAN DADE COUNTY, FLORIDA BY
ITS COUNTY COMMISSION



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 Oesterle, 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 P. Adams	Absent
Clara Oesterle	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. RAG

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. [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 CONVENANTS 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-MURAL 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.

3. 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.

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PARTY MAY CANCEL OR DISCONTINUE THE OPERATION OF THIS AGREEMENT IN RESPECT TO ANY PARTICULAR SCHOOL FACILITY AT ANY TIME UPON THIRTY (30) DAYS WRITTEN NOTICE.

11. 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 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.

12. THIS AGREEMENT EMBODIES THE ENTIRE UNDERSTANDING 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.

IN WITNESS WHEREOF, THE BOARD OF PUBLIC INSTRUCTION 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 RESOLUTION 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 ITS BOARD OF COUNTY COMMISSIONERS, ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

(OFFICIAL SEAL)

ATTEST:

S/S JOE HALL
SECRETARY

THE BOARD OF PUBLIC INSTRUCTION
OF DADE COUNTY, FLORIDA

BY: S/S JANE S. ROBERTS
ITS CHAIRMAN

(OFFICIAL SEAL)

ATTEST:

E. B. LEATHERMAN, CLERK

BY: S/S EDWARD D. PHILAN
DEPUTY CLERK.

DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

BY: S/S IRVING G. MCHAYS
ITS COUNTY MANAGER