

RESOLUTION NO. 08- 606

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE FIRST AMENDMENT TO JOINT-USE AGREEMENT BETWEEN THE SCHOOL BOARD OF MIAMI-DADE COUNTY AND THE TOWN OF MIAMI LAKES REGARDING THE USE OF BARBARA GOLEMAN SENIOR HIGH SCHOOL; AUTHORIZING TOWN OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE FIRST AMENDMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE FIRST AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the School Board of Miami-Dade County (the "Board") owns and has under its jurisdiction certain facilities located at Barbara Goleman Senior High School (the "School"), which are utilized for educational purposes but which may be utilized for suitable community and recreational activities by the Town of Miami Lakes (the "Town"); and

WHEREAS, the Board and the Town entered into that certain Joint Use Agreement dated as of November 12, 2002 (the "Joint Use Agreement") for use of the facilities located at the School; and

WHEREAS, the Board and the Town have determined that it is advisable to amend the Joint Use Agreement to better reflect the use of the Demised Premises, as defined thereunder, pursuant to the terms of a First Amendment to Joint Use Agreement, as attached hereto as Exhibit "A" (the "First Amendment"); and

WHEREAS, the Town finds that approval of the First Amendment between the Town and the Board for use of the facilities at the School is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing Recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval of First Amendment. The First Amendment between the School Board of Miami-Dade County and the Town of Miami Lakes for use of the facilities at Barbara Goleman Senior High School, attached as Exhibit "A," is approved and the Town Manager is authorized to execute the First Amendment on behalf of the Town.

Section 3. Authorization of Town Officials. The Town Manager and Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the First Amendment.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Town Manager pursuant to the Town's Purchasing Procedures Ordinance, the Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the First Amendment.

Section 5. Execution of First Amendment. The Town Manager is authorized to execute the First Amendment on behalf of the Town, to execute any required agreements and/or documents to implement the terms and conditions of the First Amendment and to execute any extensions and/or amendments to the First Amendment and the Joint Use Agreement, subject to the approval as to form and legality by the Town Attorney.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 15 day of January, 2008.

Motion to adopt by Mary Collins, second by Michael Pizzi.

FINAL VOTE AT ADOPTION

Mayor Wayne Slaton	<u>yes</u>
Vice Mayor Nancy Simon	<u>yes</u>
Councilmember Roberto Alonso	<u>yes</u>
Councilmember Mary Collins	<u>yes</u>
Councilmember Robert Meador	<u>yes</u>

Councilmember Michael Pizzi
Councilmember Richard Pulido

yes
yes

Wayne Slaton
Wayne Slaton
MAYOR

ATTEST:

Debra Estroff
TOWN CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

MSQ
TOWN ATTORNEY
Weiss, Serota, Helfman, Pastoriza,
Cole & Boniske, P.L.

**FIRST AMENDMENT TO JOINT USE AGREEMENT
BETWEEN THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
AND THE TOWN OF MIAMI LAKES**

This First Amendment to the Joint Use Agreement by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic (the "BOARD"), and the TOWN OF MIAMI LAKES, a Florida municipal corporation (the "TOWN"), is made and entered into this ____th day of _____, 2008 (this "First Amendment").

WITNESSETH

WHEREAS, on November 12, 2002 the BOARD and the TOWN entered into that certain JOINT USE AGREEMENT, attached hereto as Exhibit "A," (the "Agreement"), for use of the BOARD's property as a playground, athletic field and recreational area in connection with the TOWN's recreational objectives ; and

WHEREAS, the TOWN and the BOARD desire to amend the Agreement to better reflect the use of the DEMISED PREMISES (as defined in the Agreement) by the TOWN pursuant to the terms of the Agreement.

NOW THEREFORE, for and in consideration of the conditions and covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Article III is hereby deleted and replaced in its entirety by new Article III as follows¹:

¹ Additions to existing Joint Use Agreement text are shown by underline.

Deletions to existing Joint Use Agreement text are show by ~~strikethrough~~.

“III.

USE OF PREMISES

The specific area of use by the TOWN shall be limited to the area identified in Exhibit “A”, and shall be used by the parties for the purpose of constructing educational and/or recreational improvements, as further defined in Article IV of this Joint Use Agreement, and for use by the operation of TOWN for recreational and/or educational programs education programs, special events, athletic leagues, and organized programs pursuant to the written approval of the then current Principal of Barbara Goleman High School (the “Principal”). TOWN use of the DEMISED PREMISES shall not include any portable classrooms. Additional facilities may be approved by the Principal for use by the TOWN.

The BOARD shall have full control, custody, right and use of the DEMISED PREMISES and all recreational facilities located thereon, during regular school hours on regular school days. Regular school hours shall be defined as 7:00 a.m. to 3:00 p.m. on regular school days. In addition, the BOARD shall use the DEMISED PREMISES, or any portion thereof, as required for special school events and functions, summer school and after school athletic events or team practices.

The TOWN shall have full control, custody, right and use of the DEMISED PREMISES, or any portion thereof, at all times when not in use by the BOARD. In addition, the TOWN shall have use of the school parking facilities (on a space-available basis) during its period of use, and shall have access across non-secured portions of the school campus, as a means of ingress/egress to the DEMISED PREMISES. The

TOWN shall control public access to the DEMISED PREMISES during its period of use by opening and closing/locking gates as required. Further, the TOWN shall remove all unauthorized vehicles from school parking facilities, resulting from the TOWN'S use of the DEMISED PREMISES, prior to the BOARD'S period of use.

The TOWN shall restrict public use of the DEMISED PREMISES during the TOWN'S period of use to individuals engaged in informal, self-directed recreational activities. ~~No, unless approved by the Principal. Except as provided for in this Joint Use Agreement, no~~ organized adult or youth league programming will be allowed. ~~In addition, and~~ use of the DEMISED PREMISES for carnivals, fairs, ~~exhibits, mechanical rides, midways, or the same or similar kinds of activities, as well as the sale or consumption of alcoholic beverages~~ is, are expressly prohibited.

The TOWN shall not commit nor permit any violations of applicable laws, rules and regulations of the SCHOOL BOARD, TOWN, COUNTY, STATE, or FEDERAL GOVERNMENT upon the DEMISED PREMISES. The TOWN may promulgate and enforce reasonable rules and regulations governing its use of the DEMISED PREMISES and school parking facilities, and shall provide adequate supervision of the DEMISED PREMISES and school parking facilities at all times that it conducts activities thereon."

Section 2. No Further Modifications. All other terms and conditions of the Agreement not in conflict or superseded by this First Amendment shall remain in full force and effect as if set forth in full herein.

IN WITNESS WHEREOF, the BOARD and TOWN have caused this First Amendment to Joint Use Agreement to be executed by their respective and duly authorized officers the day and year first hereinabove written.

TOWN:

TOWN OF MIAMI LAKES,
a Florida municipal corporation

BOARD:

SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA

Town Manager

Superintendent of Schools

ATTEST:

Town Clerk

Approved as to form:

Approved as to form:

Town Attorney

School Board Attorney

EXHIBIT "A"
JOINT USE AGREEMENT