

RESOLUTION NO. 04- 223

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AMENDMENT TO THE JOINT-USE AGREEMENT BETWEEN THE SCHOOL BOARD OF MIAMI-DADE COUNTY AND THE TOWN OF MIAMI LAKES REGARDING THE USE OF MIAMI LAKES PARK; AUTHORIZING TOWN OFFICIALS TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AMENDMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AMENDMENT ON BEHALF OF THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the School Board of Miami-Dade County (the “Board”) and the Town of Miami Lakes (the “Town”) entered into a joint-use agreement (the “Agreement”), regarding the use of Miami Lakes Park (the “Park”) effective on March 24, 2003; and

WHEREAS, both parties desire to amend the Agreement to allow for the construction and use of a new parking lot, U-turn lane and bus drop-off/pick-up area; and

WHEREAS, the Town finds that approval of the Amendment to the Agreement between the Town and the Board for use of the facilities at the Park 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 Amendment. The Amendment to the Joint-Use Agreement between the School Board of Miami-Dade County and the Town of Miami Lakes for use of the facilities at Miami Lakes Park, a copy of which is attached as Exhibit “A,” together with such

non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

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

Section 4. Authorization of Fund Expenditure. The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Amendment.

Section 5. Execution of Amendment. The Town Manager is authorized to execute the Amendment on behalf of the Town.

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

PASSED AND ADOPTED this 13th day of April, 2004.

Motion to adopt by Meador, second by Collins.

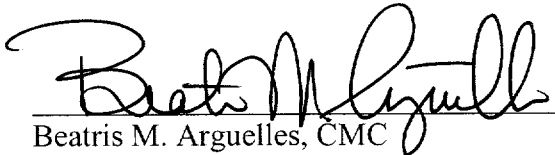
FINAL VOTE AT ADOPTION

Mayor Wayne Slaton	<u>Yes</u>
Vice Mayor Roberto Alonso	<u>Yes</u>
Councilmember Mary Collins	<u>Yes</u>
Councilmember Robert Meador	<u>Yes</u>
Councilmember Michael Pizzi	<u>Yes</u>
Councilmember Nancy Simon	<u>Yes</u>
Councilmember Peter Thomson	<u>Yes</u>

Wayne Slaton
Wayne Slaton
MAYOR


Resolution No. 04-223

ATTEST:



Beatris M. Arguelles, CMC
TOWN CLERK

Approved as to form and legality for the use
and benefit of the Town of Miami Lakes only:



Weiss, Serota, Helfman, Pastoriza, Guedes
Cole & Boniske, P.A.
TOWN ATTORNEY

F:/702001/Resolutions/Approving Amendment to Joint-Use Agmt -- ML Park

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AMENDMENT TO JOINT USE AGREEMENT

THIS AMENDMENT TO JOINT USE AGREEMENT made and entered into this 19th day of May, 2004, by and between the TOWN OF MIAMI LAKES, a political subdivision of the State of Florida (hereinafter referred to as the "TOWN"), and THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic (hereinafter referred to as to the "BOARD").

WITNESSETH

WHEREAS, the BOARD and TOWN entered into a Joint Use Agreement on November 12, 2002, to provide and make available recreational programs, activities and facilities for the use and benefit of the students of Miami-Dade County Public Schools and the people of the Town of Miami Lakes; and

WHEREAS, the BOARD and TOWN are desirous of amending this agreement to allow for the construction and use of a new parking lot, U-turn lane and bus drop-off/pick-up area; and

WHEREAS, the Town of Miami Lakes by the adoption of Resolution No. 04-223 at its meeting of April 13, 2004, approved this Amendment to Joint Use Agreement; and

WHEREAS, the School Board of Miami-Dade County, Florida, has authorized the Amendment to Joint Use Agreement in accordance with Board Action No. 105,721, at its meeting of April 14, 2004.

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. Paragraph six of Article III is hereby amended to read as follows:

“Notwithstanding the above, the BOARD, at any time, may use any unpaved portion of the School playfield located adjacent to the existing portables, as described in Exhibit “A”, as a means of ingress/egress for the purpose of relocating portable classrooms to and from the Miami Lakes Middle School campus. The BOARD shall repair any damage to the School playfield caused in this regard, at its sole cost and expense.”

2. Article III is amended to create a new paragraph to follow paragraph six as follows:

“Subsequent to construction of parking lot #2 by the TOWN, as provided for in Article IV, the TOWN shall allow the BOARD the uninterrupted right of ingress/egress over the parking lot for the express purpose of relocating portable classrooms to and from the adjacent portable classroom area. In this regard, the TOWN shall design and construct parking lot #2 in such a manner as to provide for such movement by the BOARD of portable classrooms across the parking lot, and shall assure that the placement of light poles, trees, drainage structures and other fixed improvements do not impede such movement. The BOARD shall schedule its use of parking lot #2 for this purpose with the TOWN, and shall not be liable for any damage to parking lot #2 resulting from the routine actions necessary to relocate portable classrooms across the parking lot. The BOARD shall only repair damage caused to parking lot #2, resulting from its relocation of portable classrooms, due to its carelessness, failure to act or negligence.”

3. Article IV is amended to create a new paragraph to follow paragraph three as follows:

“Notwithstanding the above, the TOWN may construct parking lot #2 on a portion of the School playfield, a U-turn lane on a portion of the park land and a private bus pick-up/drop-off area on N.W. 64 Avenue, substantially as depicted on Exhibit “A”. The TOWN shall install signage at the bus pick-up/drop-off area indicating that the area is reserved for use by buses during morning and afternoon

School hours. In regard to construction of these improvements, the TOWN shall provide all professional services (i.e. survey, engineer, soils testing, etc.), at its sole cost and expense, and shall contract with and oversee the contractor. Upon the issuance of the final occupancy certificate for parking lot # 2 and completion of the U-turn lane and bus drop-off/pick-up area, and receipt of adequate documentation from the TOWN attesting to the actual cost of the work and verifying that the contractor has been paid in full, the BOARD agrees to reimburse the TOWN for one-half of the construction portion of the work (i.e. total project cost, less engineering, survey, soils testing and other like expenses) for parking lot #2, in an amount not to exceed Ninety Thousand Dollars (\$90,000), and all of the construction portion of the U-turn lane, in an amount not to exceed One Hundred Thousand Dollars (\$100,000), for a total cost to the BOARD in an amount not to exceed One Hundred Ninety Thousand Dollars (\$190,000). The TOWN shall comply with all applicable provisions of the Florida Building Code, including the Americans with Disabilities Act, in the design and construction of the work. For all work taking place on the School playfield, the BOARD, through its Educational Facilities Compliance Department, shall review and approve all construction drawings and specifications, issue permits, inspect the work and provide a final occupancy certificate. The TOWN shall cause any contractor performing work on the School playfield to indemnify, defend and hold harmless the BOARD, its employees and representatives from any and all liability, damages and claims, and to name the BOARD as an additional insured with respect to any liability policies provided by the contractor to the TOWN in connection with the work. At the completion of the construction of parking lot #2, the TOWN shall secure an inspection of the site from the BOARD, and shall not release its contractor from its contractual obligations or make final payment until the BOARD, through its Educational Facilities Compliance Department, attests to the satisfactory completion of the work. The TOWN shall cause its contractor to implement appropriate safety measures during the work to protect students and staff at the school from unsafe conditions.”

4. Paragraph one of Article V is amended to read as follows:

“The TOWN shall keep all recreational facilities and equipment located on the DEMISED PREMISES as of the Commencement Date in a safe, clean and working condition at all times. Notwithstanding the above and the provisions of Articles IV and XIV, responsibility for the maintenance of the School playfield and park land shall be as follows:

A. BOARD’S RESPONSIBILITIES:

1. Removal of trash or litter from the DEMISED PREMISES, including parking lots #1 and #2 and the bus drop-off/pick-up area, generated by the BOARD during its period of use; and
2. Repair and maintenance of parking lot #1, except for the wooden perimeter fence.

B. TOWN’S RESPONSIBILITIES:

1. Removal of trash or litter from the DEMISED PREMISES, including parking lots #1 and #2 and the bus drop-off/pick-up area, generated during its period of use. This activity is to take place prior to 8:00 a.m. on regular school days;
2. Repair and maintenance of all playfield equipment or facilities in place as of the Commencement Date of this Joint Use Agreement, including bleachers, tennis courts and batting cages;
3. Repair and maintenance of the irrigation system;
4. Repair, upkeep and maintenance of any nature for baseball fields;
5. Repair and maintenance of all perimeter fence, including the wooden fence around parking lot #1;
6. Maintenance of turf, including periodic mowing, edging and trimming;
7. Trimming and pruning of trees, including removal or replacement as necessary;
8. Repair and maintenance of parking lot #2, including lighting systems, irrigation and landscaping; and

9. Repair and maintenance of U-turn lane.”

5. Paragraph one of Article VI is amended to read as follows:

“The TOWN shall pay for the electricity used for field lighting and lighting on parking lots #1 and #2, and the water and electricity consumed on the DEMISED PREMISES for the purpose of irrigating the grounds, as well as the installation and payment of all other electric or utilities consumed on the DEMISED PREMISES, which accounts shall be separately metered and placed in the name of the TOWN.”

6. Article XIII is amended to add the following to receive notices to the TOWN:

“With a copy to: Nina Boniske, Town Attorney
 Weiss Serota Helfman Pastoriza
 Guedes Cole & Boniske, P.A.
 2665 S. Bayshore Drive
 Suite 420
 Miami, Florida 33133”

7. Article XIV is amended to read as follows:

“In the event either the park land or School playfield should be destroyed or so damaged by fire, windstorm or other casualty to the extent the facilities are rendered untenable or unfit for the purposes of the other party, either party may cancel this Joint Use Agreement by giving written notice to the other. However, if neither party shall exercise the foregoing right of cancellation within forty-five (45) days after the date of such damage or destruction, the TOWN shall cause all recreational improvements in place as of the Commencement Date of this Joint Use Agreement, other than parking lot #1, to be repaired and placed in a safe, secure and useable condition and compatible for school and community recreational use, within one hundred eighty (180) days from the date of said damage or destruction, or other reasonable period of time as mutually agreed to by the parties. The TOWN shall likewise assume responsibility for the replacement or repair of parking lot #2, U-turn lane and bus drop-off/pick-up area, under the same terms and conditions

noted above. The BOARD shall retain responsibility for parking lot #1 and shall repair the parking lot to a safe, secure and useable condition within one hundred eighty (180) days from the date of said damage or destruction, or other reasonable period of time as mutually agreed to by the parties. Should the facilities not be repaired and rendered tenantable within the aforementioned time period, then either party may, at its sole option, place the other party in default.”

8. Exhibit “A” to the Joint Use Agreement (attached hereto and made a part hereof) is amended to include Parking Lot # 2, U-turn lane and private bus pick-up/drop-off area.

9. All other terms and conditions of the Joint Use Agreement shall remain in full force and effect.

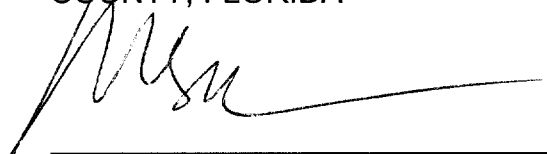
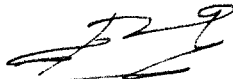
IN WITNESS WHEREOF, the BOARD and TOWN have caused this Amendment to Joint Use Agreement to be executed by their respective and duly authorized officers the day and year first hereinabove written.

TOWN:

BOARD:

TOWN OF MIAMI LAKES

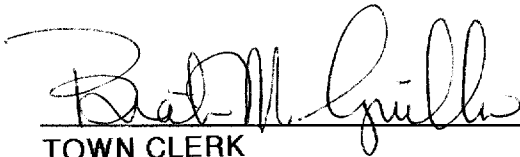
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA



Town Manager

Merrett R. Stierheim
Superintendent of Schools

ATTEST:



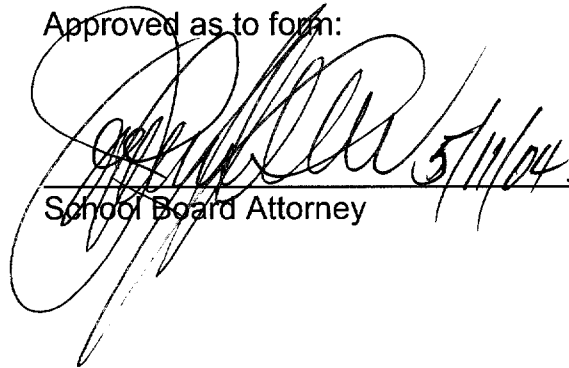
TOWN CLERK

Approved as to form:

Approved as to form:

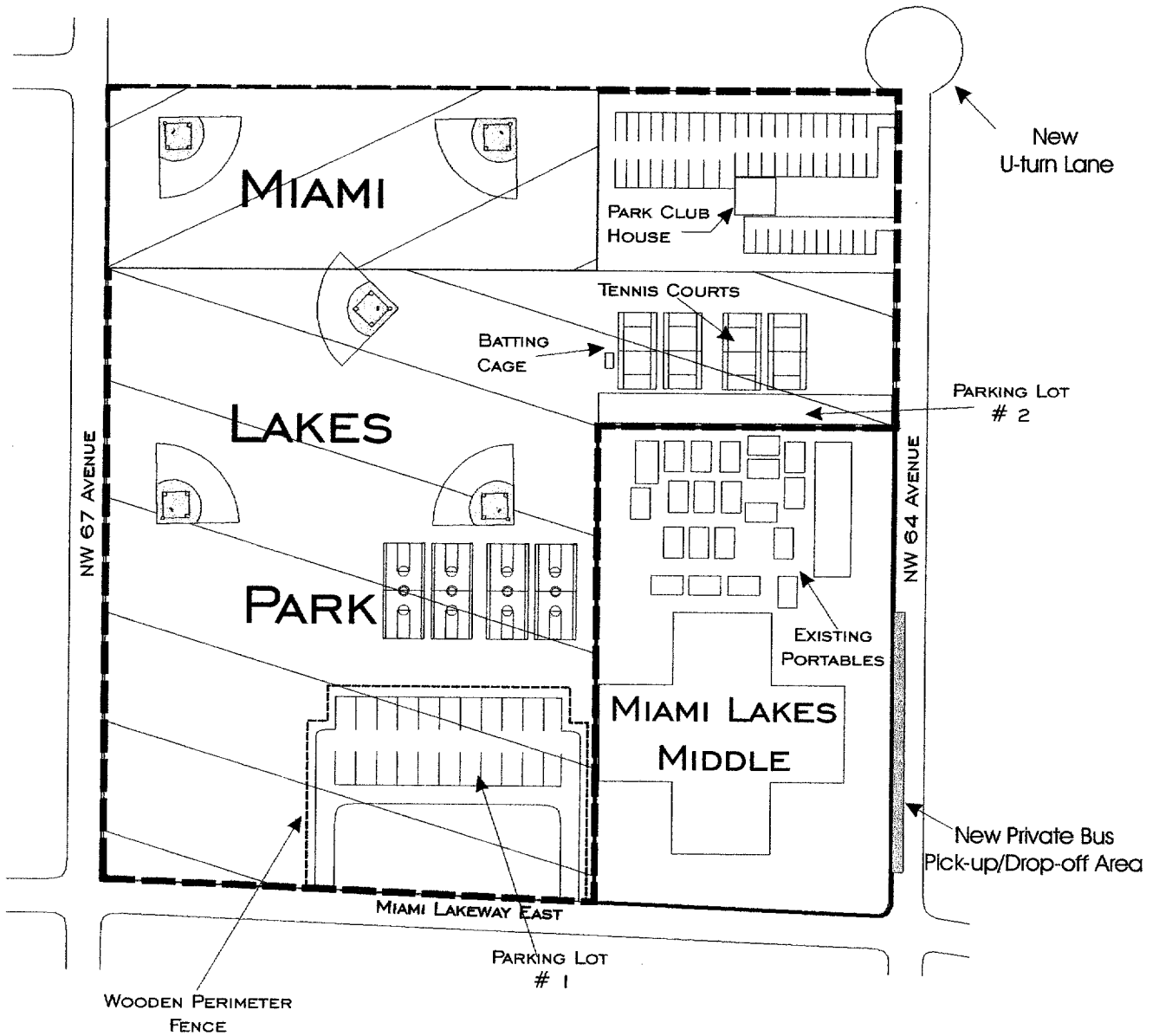


Town Attorney

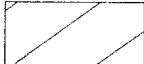
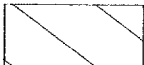



School Board Attorney

EXHIBIT "A"



LEGEND

	TOWN-OWNED PARK RECREATIONAL FACILITIES (PARK LAND)
	BOARD-OWNED SCHOOL RECREATIONAL FACILITIES (SCHOOL PLAYFIELD)
	MIAMI LAKES PARK

(NOT TO SCALE)

