

MEMORANDUM OF UNDERSTANDING
BETWEEN
The School Board of Miami-Dade County, Florida
AND
City of Coral Gables

SECTION I – Purpose

The purpose of this Memorandum of Understanding (“MOU”) is to ensure the implementation of a joint-use schedule between the City of Coral Gables (“City”) and The School Board of Miami-Dade County, Florida (“Board”), with respect to joint use of facilities at Coral Gables Senior High School (“School”) and various City recreational facilities, as described below.

This MOU will act as a supplementary document to the Educational Compact between the City and the Board and will continue to develop and expand a framework of cooperation (“Partnership”) between the Board and the City. This MOU stands to establish the responsibilities of each entity within the Partnership and the terms and conditions under which the Partnership will operate. The City and the Board both desire to fully utilize all of the recreational facilities available under this MOU, which will allow both parties to alleviate some hardships in relation to athletic and recreational programming.

In consideration of the above-shared interests, the Board and City agree as follows:

SECTION II – Services

A. City shall provide School use of Venetian Pool, William H. Kerdyk Biltmore Tennis Center, Salvadore Tennis Center and Granada Gold Course (collectively, the “City Amenities”) under the following conditions:

- The School shall have use of the City Amenities in accordance with the schedule of use attached as Exhibit “A” hereto and made a part hereof (“Schedule of Use”).
- The Board shall be responsible for removal of trash and litter from the City Amenities generated during the Board’s period of use.
- The City shall retain responsibility for maintenance of the City Amenities. In addition, the City shall pay for the electricity, water and sewage usage and other utilities consumed on the City Amenities.
- Any use of the City Amenities outside of the attached Schedule of Use must be requested in writing to the City Parks and Recreation Director or designee within ten (10) days of desired use, with permission granted in writing. Approval of said requests shall not be unreasonably withheld, provided such use does not conflict with the other party’s operations or previous obligations.
- If permission is granted to use any of the City Amenities during a time other than during the School’s Schedule of Use of the City Amenities, all staff costs necessary for operation of the facility must be paid for by the School. An invoice for facility staff will be prepared by the City’s Parks and Recreation Department. The invoice must be paid in full prior to the date of use.

B. The Board shall provide City use of the School’s athletic fields, baseball and softball fields, and running track (collectively, the “School Amenities”) under the following conditions:

- The City shall have use of the School Amenities in accordance with the attached Schedule of Use.
- The City shall, on a periodic basis or upon request by the Board or School principal, provide the City’s program schedule for use of the School Amenities to the School principal.
- The City shall be responsible for removal of trash and litter from the School Amenities generated during the City’s period of use.
- The Board shall retain responsibility for maintenance of the School Amenities. In addition, the Board shall pay for the electricity, water and sewage usage and other utilities consumed on the School Amenities.
- Any use of the School Amenities outside of the attached Schedule of Use must be requested in writing to the School principal or designee within ten (10) days of desired use, with permission granted in

writing. Approval of said requests shall not be unreasonably withheld, provided such use does not conflict with the other party's operations or previous obligations.

- If permission is granted to use any of the School Amenities during a time other than during the City's Schedule of Use of the School Amenities, all staff costs necessary for operation of the facility must be paid for by the City. An invoice for facility staff will be prepared by the School. The invoice must be paid in full prior to the date of use.

C. Mutual Interest and Understanding:

- The term of the MOU shall be ten (10) years, effective with the execution of the MOU by both parties ("Commencement Date"). The City and Board shall confirm the Commencement Date in a separate written instrument, which shall become a part of this MOU by reference. If not in default in performance of the obligations set forth in this MOU, either party shall have the right and option to renew this MOU under the same terms and conditions set forth herein for unlimited terms of five (5) years each from the expiration of the original term or renewal hereof, with the mutual agreement of the other party.
- Each party shall pay an annual rental amount of one dollar (\$1.00) to the other party commencing on the Commencement Date, and on the anniversary of the Commencement Date each year thereafter.
- On a periodic basis, the parties, through their respective designees, may modify the exact areas of use and/or periods of use, subject to the mutual agreement of both parties by amending the attached Exhibit "A" (Schedule of Use).
- The City agrees to indemnify and hold harmless the Board for any injury or accident occurring on the School Amenities during the City's activities, to the extent and within the limitations of Section 768.28, Florida Statutes.
- The Board agrees to indemnify and hold harmless the City for any injury or accident occurring on the City Amenities during the School's activities, to the extent and within the limitations of Section 768.28, Florida Statutes.
- Both parties agree to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this MOU or any other contract.
- The City shall notify the Board in writing regarding the Board's failure to perform or comply with the terms and conditions of this MOU. If the Board fails to cure the default within thirty (30) days after receiving notice or does not provide the City with a written response indicating the status of the Board'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 City shall have the right to immediately terminate this MOU, without penalty. The Board shall notify the City in writing regarding the City's failure to perform or comply with the terms and conditions of this MOU. If the City fails to cure the default within thirty (30) days after receiving notice or does not provide the Board with a written response indicating the status of the City'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 Board shall have the right to immediately terminate this MOU, without penalty. If an event of default occurs and shall continue, the non-defaulting party shall be entitled to all remedies available at law or equity, which may include, but not be limited to, the right to damages and/or specific performance.
- The parties shall comply with all applicable laws, rules, regulations, ordinances and codes of Federal, State and local governments, including without limitation, the Americans with Disabilities Act and the

Jessica Lunsford Act, as the same may be further amended and to the extent required by applicable law.

- In the event of litigation between the parties under this MOU, each party shall be responsible for its own attorney's fees and court costs through trial and appellate levels. The provisions of this paragraph shall survive the expiration or early termination or cancellation of this MOU.
- This MOU shall be deemed inferior and subordinate to any existing or future financing or conveyance by the Board of the School or any portion thereof.
- The School Board Office of Inspector General (SBOIG) may, on a random basis, perform audits, inspections and reviews of all Board contracts. Consequently, the City acknowledges and accepts the authority of the SBOIG to conduct such random audits, inspections, and reviews, including, but not limited to, the authority of the SBOIG to access the City's records, its legal representatives' and contractors' records and the obligation of the City to make those records available upon request. The City shall incorporate this clause into every contract it enters into relating to the MOU or the School.
- For purposes of the MOU, the Superintendent of Schools, or his/her designee, shall be the party designated by the Board to grant or deny approvals required by this MOU relating to the periods of use and areas of use, including, without limitation, approval or denial of requests for changes in use schedules, areas of use, etc. In addition, the Superintendent of Schools shall be the party designated by the Board to grant or deny any approvals required by this MOU, including, without limitation, extending or renewing the term of the MOU, or canceling and/or terminating the MOU as provided herein.

D. Non-Fund Obligor Document

This MOU is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures.

SECTION III – Contacts

The principal contacts for this MOU are:

Miami-Dade Public Schools

Contact Name: Michael A. Levine

Address: 1450 N.E. 2nd Avenue, Room 525

Miami, FL 33132

Phone: (305) 995-7288

Fax: (305) 995-4760

Email: mlevine@dadeschools.net

City of Coral Gables

Contact Name: Fred Couceyro

Address: 405 University Drive

Coral Gables, FL 33134

Phone: (305) 460-5620

Fax: (305) 460-5639

Email: fcouceyro@coralgables.com

With copies to:

The School Board of Miami-Dade County, Florida

School Board Attorney's Office

1450 N.E. 2nd Avenue, #400

Miami, FL 33132

Attn: School Board Attorney

Fax: 305-995-1412

E-mail: Walter.Harvey@dadeschools.net

AND

Coral Gables Senior High School

Attention: School Principal
450 Bird Road Coral Gables, FL 33146
Phone: (305) 443-4871
Fax: (305) 441-8094
E-mail: acosta@dadeschools.net

SECTION IV – Modification/Termination

Modifications within the scope of the MOU shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

Any of the parties, in writing, may terminate and/or cancel the MOU in whole, or in part, at any time before the date of expiration by providing notice to the other party a minimum of 180 days prior to the effective date of such termination and/or cancellation.

SECTION V – Signatures

The parties agree that the Partnership is mutually beneficial and agree to the terms specified herein. This MOU will become effective on the date signed by both parties and remain in effect as provided under Section II (C) above.

**The School Board of Miami-Dade County, City of Coral Gables
Florida**

By: _____
Alberto M. Carvalho,
Superintendent of Schools
Date: _____

By: _____
Print Name: _____
Title: _____
Date: _____

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

School Board Attorney