

March 11, 2002

Business Operations  
Joe Arriola, Chief Business Officer

**SUBJECT: RENEWAL OF AUTHORIZATION TO EXECUTE AN AMENDMENT AND RENEW THE JOINT USE AGREEMENT WITH TELEMUNDO NETWORK, INC., FOR USE OF A PARKING LOT LOCATED AT J. W. JOHNSON ELEMENTARY SCHOOL**

REVISE

Since April 1995, J. W. Johnson Elementary School (School) and Telemundo Network, Inc. (Telemundo), have jointly utilized a 47,500 square foot parking lot located at the School site, which has an address of 735 West 23<sup>rd</sup> Street (see location map). The Board had previously authorized the construction and joint use of this facility by Telemundo to supplement existing parking facilities at the Telemundo corporate headquarters located one block from the School. The parking lot, which consists of 161 parking spaces, was constructed by Telemundo, at its sole cost and expense. Telemundo has completed its initial five-year lease term and the first of five two-year renewal option periods. The current term of the joint use agreement will expire on April 9, 2002. This proposed renewal represents the second of five two-year renewal option periods available under the joint use agreement.

The agreement specifies that the annual rental rate shall be increased by 4% for each year of the two-year renewal option period. As such, the current annual rental rate of \$23,787.99 will increase to \$24,739.56, which is \$12.81 per space monthly, for the period of April 10, 2002 through April 9, 2003, and to \$25,729.20, which is \$13.32 per space monthly, for the period of April 10, 2003 through April 9, 2004.

Staff is also recommending that the Board amend the joint use agreement with Telemundo to include a provision giving both parties the right to cancel the agreement at any time, by providing the other party with 180 days prior written notice. All other terms and conditions of the joint use agreement will remain unchanged, including the following:

REVISE

- the parking lot may be jointly used by District and Telemundo staff and visitors on a first-come, first-serve basis;
- Telemundo is responsible for obtaining all licenses, permits, use approvals or other approvals required for the continued use of the lot;
- Telemundo shall procure and maintain general liability insurance coverage throughout the term of the agreement. Additionally, Telemundo shall indemnify the Board from and against any actions arising in connection with Telemundo's use and occupancy of the lot;
- Telemundo shall be responsible for the payment of all utilities and for maintenance and repair at its sole expense;

- at the termination or expiration of the agreement, the parking lot and all other permanent fixtures and improvements shall become the property of the District; and
- Telemundo shall promote its commitment to educational excellence through its continued involvement as a Dade Partner with J.W. Johnson and James H. Bright Elementary schools.

The term of the renewal option period will commence April 10, 2002, and will end April 9, 2004. The District has previously distributed rental income within the Region, with 60% of the rental income being retained by J. W. Johnson Elementary School and 40% being used by the Region I Office for distribution to other Region I schools (see memorandum).

District staff contacted the principal of J. W. Johnson Elementary School, the Region I Superintendent and the Associate Superintendent for School Operations, who approved Telemundo's request to renew the lease term for an additional two-year period, commencing April 10, 2002 and ending April 9, 2004. The proposed amendment will be reviewed by the School Board Attorney's Office, the principal of J.W. Johnson Elementary School, the Region I Superintendent and the Associate Superintendent of School Operations.

REVISED

**RECOMMENDED:**

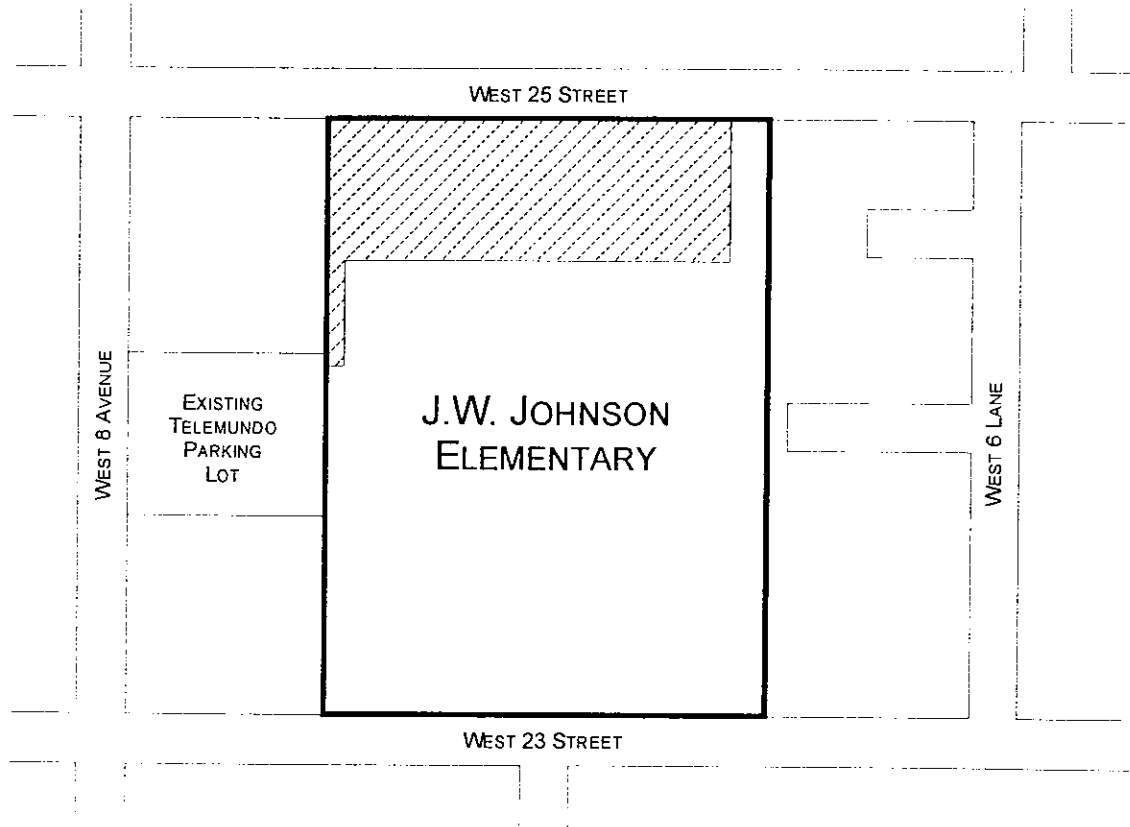
That The School Board of Miami-Dade County, Florida:

1. authorize the Superintendent or his designee to execute an amendment to the joint use agreement with Telemundo Network, Inc., to allow both parties to cancel the agreement at any time by providing the other party with 180 days prior written notice; and
2. authorize the renewal of the joint use agreement with Telemundo Network, Inc., for use of a parking lot located at the J. W. Johnson Elementary School site, at an annual rental rate of \$24,739.56 for the first year of the renewal period and \$25,729.20 for the second year of the renewal period. The term of the renewal period will commence April 10, 2002, and will end April 9, 2004. All other terms and conditions of the joint use agreement will remain unchanged.


REVISED

MMC:rr

# LOCATION MAP



**LEGEND**

 161 SPACE BOARD-OWNED PARKING LOT LEASED TO TELEMUNDO



GOVERNMENTAL AFFAIRS AND LAND USE POLICY AND ACQUISITION

MEMORANDUM

December 1, 1999

TO: Mr. Eddie Pearson, Deputy Superintendent  
School Operations

FROM: Kathryn Wilbur, District Director ✓  
Governmental Affairs and Land Use Policy and Acquisition

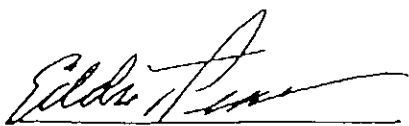
SUBJECT: **JOINT USE AGREEMENT WITH TELEMUNDO NETWORK, INC., AT J.W. JOHNSON ELEMENTARY SCHOOL**

As you may recall, the Board agreed to lease a portion of the J. W. Johnson Elementary School site to Telemundo Network, Inc., in 1995, for the construction and joint-use of a parking lot. The renewal of this agreement is anticipated for consideration at the January 12, 2000 Board meeting with a new annual rental rate of \$22,873.

As you know, the District also leases a number of school parking lots (e.g., Coconut Grove, Feinberg/Fisher) to commercial parking vendor, through a competitive lease proposal process. For these leased arrangements, the annual rental proceeds (currently \$102,000 at Feinberg/Fisher), are split, with 60% going to the school and 40% going to the Region for distribution to other Region schools.

Since the joint use agreement with J. W. Johnson/Telemundo is somewhat different than the commercial leases which are "bid" competitively, please advise if rental proceeds are to be split or are to be retained solely by the school. For your convenience, please mark the appropriate box below, sign and return to me.

As always, should you have any questions or need additional information, please call me at 995-7284. Thank you for your assistance

	<u>Date</u>	<u>Split Proceeds</u>	<u>Retain by School</u>
 Mr. Eddie Pearson	<u>12-2-99</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

KW:djl  
W-2598