

Office of School Facilities  
Rose Diamond, Chief Facilities Officer

**SUBJECT: AUTHORIZATION TO AMEND THE JOINT USE AGREEMENT WITH TELEMUNDO NETWORK, INC., FOR THE USE OF A PARKING FACILITY AT J.W. JOHNSON ELEMENTARY SCHOOL, LOCATED AT 735 WEST 23 STREET, HIALEAH**

**COMMITTEE: FACILITIES AND CONSTRUCTION REFORM**

Since October 1994, J.W. Johnson Elementary School (School) and Telemundo Network, Inc. (Telemundo), have jointly utilized a 161 space parking lot on a 47,500 square foot portion of the School site, located at 735 West 23<sup>rd</sup> Street, Hialeah (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, and Telemundo subsequently constructed the parking facility at its sole cost and expense. The Board, at its January 19, 2005 meeting, authorized a renewal of the Agreement from April 10, 2005 to April 9, 2006, at an annual rental rate of \$27,820.80, which equates to \$14.40 per parking space per month. There are two one-year option periods remaining under the Agreement, which may be exercised at the Board's sole discretion. Telemundo is a Dade Partner with J.W. Johnson and James H. Bright Elementary Schools, and is actively involved in promoting educational excellence by providing appropriate support programs and monetary assistance to the schools.

In October 2004, the City of Hialeah began road improvements in the area, which resulted in the loss of a significant amount of available on-street parking. As a result, Telemundo made a request to the School for temporary use of an additional 22,500 square foot area to accommodate staff parking while these road improvements were completed. Because of the temporary nature of this use and the long-standing involvement of Telemundo as a Dade Partner, the School granted this request. Telemundo has now requested permanent use of this area, to accommodate 80 additional parking spaces. All work and costs associated with the construction of the additional parking spaces shall be the sole responsibility of Telemundo. Telemundo has also agreed to commence the payment of rent for the additional 80 parking spaces, retroactive to July 1, 2005, at the same rate as is currently paid for the 161 spaces (\$14.40 per parking space per month). As such, the new annual lease rate will be increased from \$27,820.80 to \$41,644.80, effective July 1, 2005. All other terms and conditions of the Agreement will remain unchanged, including the following:

- the parking lot may be jointly used by District and Telemundo staff and visitors on a first-come, first-served 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;
- 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
- either party may cancel the Agreement at any time, with 120 days prior written notice.

The principal of J.W. Johnson Elementary School, the Region Center 1 Assistant Superintendent, and the Associate Superintendent of Regional Operations recommend amending the Agreement to allow Telemundo to construct 80 additional parking spaces for joint use at the School.

**RECOMMENDED:** That The School Board of Miami-Dade County, Florida, authorize the Superintendent or his designee to amend the joint use agreement with Telemundo Network, Inc., for the use of a parking facility located at J.W. Johnson Elementary School, to allow the construction and use of 80 additional parking spaces, at an annual rental rate of \$41,644.80. All other terms and conditions of the joint use agreement will remain unchanged.

MAL:rr