

Office of School Facilities
Rose Diamond, Chief Facilities Officer

SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE A LEASE AGREEMENT FOR TEMPORARY PARKING FOR HENRY M. FLAGLER ELEMENTARY SCHOOL, WITH IGLESIA BAUTISTA DE "RENOVACION CRISTIANA", INC., LOCATED AT 50 NW 51 PLACE

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

Henry M. Flagler Elementary School, located at 5222 NW First Street, has initiated renovations and various site improvements, which include a modular classroom addition, P.E. Shelter, student drop-off area and ADA retrofits. As a result of this work, beginning November 14, 2005, most of the on-site staff parking will be unavailable for a period of 10 to 13 months. Iglesia Bautista de "Renovacion Cristiana", Inc. (Church), located adjacent to the school, has offered to make 26 parking spaces available for staff use for the duration of the work (see location map).

It is recommended that the Superintendent be authorized to finalize negotiations and execute a lease agreement with the Church under, substantially, the following terms and conditions:

- school use of 26 parking spaces on regular school days between the hours of 7:30 a.m. and 4:30 p.m.;
- a term commencing retroactively on November 14, 2005, and ending no later than December 13, 2006;
- a monthly rental rate of \$260 (\$10 per parking space per month);
- at the end of the term, the District will restore any modifications to the fence separating the school from the Church parking lot that were made to facilitate staff ingress/egress;
- in the event the school does not require use of the parking lot during the summer when school is not in session, the lease agreement shall toll for a maximum period of 90 days, upon a minimum of 30 days advance written notice from the District to the Church;
- the school will keep the parking lot in a neat and clean condition during the hours of its use, and be responsible for any damage that the Church demonstrates is due exclusively to school use;

- utility charges generated by school use, if any, shall be paid for by the District;
- either party may place the other in default, and cancel the lease agreement without penalty, if the defaulting party fails to cure the default;
- in the event all or portions of the parking lot should be destroyed or so damaged by fire, windstorm or other casualty to the extent the District is unable to use the facility, as determined by the District's Department of Safety, either party may cancel the lease agreement. However, if the Church fails to cancel the lease agreement, it shall repair or render the area tenantable within 90 days from the date of destruction or damage, or such other period of time as may be mutually agreed upon. In the event the Church does not render the facility tenantable in the stipulated time frame, the District shall have the right to immediately cancel the lease agreement, without penalty;
- during all times that the parking lot, or a portion thereof, is rendered non-tenantable by the District due to damage or destruction, the District's obligations under the lease agreement, including payment of rent, shall be proportionately abated;
- the Church shall indemnify and hold the Board harmless from all liability which may arise as a result of the Church's negligence, actions or failure to act under the terms of the lease agreement;
- the Board shall indemnify and hold the Church harmless, to the extent of the limitations included within Florida Statutes, from all liability which may arise as a result of the Board's negligence, actions or failure to act under the terms of the lease agreement;
- in addition to damage or destruction of the parking lot, or default on the part of the Church, which default is not cured, the District shall also have the right to cancel the lease agreement at any time by giving the Church at least 30 days prior written notice;
- other than in the event of damage or destruction, or default on the part of the District, which default is not cured, the Church shall also have the right to cancel the lease agreement at any time by giving the District at least 90 days prior written notice, and;
- for purposes of this lease agreement, the Superintendent of Schools shall be the party designated by the Board to grant or deny all approvals required by this lease agreement, or to cancel this lease agreement.

The lease agreement will be reviewed by the School Board Attorney's Office and Office of Risk and Benefits Management prior to execution.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the Superintendent to finalize negotiations and execute a lease agreement for temporary parking for Henry M. Flagler Elementary School, with Iglesia Bautista de "Renovacion Cristiana", Inc., located at 50 NW 51 Place, at a monthly rental rate of \$260 and substantially in conformance with the terms and conditions noted above.

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LOCATION MAP

