

Office of School Facilities  
Jaime G. Torrens, Temporary Chief Facilities Officer

**SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE A LEASE AGREEMENT WITH MIAMI-DADE COUNTY FOR LAND LOCATED AT 16300 NW 42 AVENUE, MIAMI GARDENS, IN CONNECTION WITH A PROPOSED COLLABORATION BETWEEN THE DISTRICT, FLORIDA MEMORIAL UNIVERSITY AND THE CITY OF MIAMI GARDENS**

**COMMITTEE: FACILITIES AND CONSTRUCTION REFORM**

**LINK TO STRATEGIC PLAN: IMPROVE CONSTRUCTION SERVICES**

The Board, at its meeting of January 18, 2006, authorized the Superintendent to finalize negotiations and execute a lease agreement with Miami-Dade County (County) for land located at 16300 NW 42 Avenue, Miami Gardens, in connection with a proposed collaboration with Florida Memorial University (FMU), for an all-academy senior high school (School) adjacent to Jan Mann Opportunity School (Jan Mann) and the FMU campus. As a part of the proposed collaborative effort, the County offered to lease to the District, a 1.7-acre parcel of land, formerly used by the County as a Solid Waste Transfer Station (County site), at an annual rental rate of \$1.00 (see location map). Environmental Site Assessments have been completed on behalf of the District, including soil and ground water sampling, yielding favorable results.

Use of the 1.7-acre County site will augment the amount of land available for implementation of the referenced collaboration, either as originally envisioned or in a modified version. The District and FMU have reviewed the feasibility of building the School adjacent to Jan Mann on the site of the Board-owned North Center Transportation facility, by relocating that facility elsewhere in the immediate vicinity; this option will become feasible when a cost-effective alternate site is located. As such, and in light of the long-standing relationship between FMU and the Board, which includes a joint use agreement for recreational facilities built partly on the FMU campus and on the Jan Mann site, the District and FMU are exploring the joint funding and development of an approximate 4-acre site owned by FMU north of its campus, as well as the development of the County site, to augment those facilities. A conceptual plan has been developed for discussion purposes with FMU, County and City of Miami Gardens (City) representatives, all of whom are supportive of the concept. An amount of \$1,800,000 is currently available in the District's capital budget, and it is expected that FMU will contribute additional funds towards development of the recreational facilities.

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

- a 40-year base term, with two additional 10-year option periods, at the Board's sole option;
- an annual rental rate of \$1;
- The District shall have the right, but not the obligation, to enter into separate sublease agreements with FMU and City, to allow for the construction and use of the recreational amenities by FMU, the District and the City (Joint Use Agreement);
- the County site may be used solely for the construction and operation of recreational amenities for use by FMU, the School District and the City;
- The District, FMU and City, at their sole cost and expense, may construct and make such recreational improvements upon the County site;
- the District, FMU and City, under the terms of the proposed Joint Use Agreement, shall have full control, custody, right and use of the County site at all times;
- the District, FMU and City, under the terms of the proposed Joint Use Agreement, shall retain all responsibility for maintenance and upkeep of the improvements located on the County site, and shall provide and pay for all utilities, including, without limitation, electricity, water, sewer and trash removal services;
- the District, FMU and City, under the terms of the proposed Joint Use Agreement, shall be responsible for the payment of all taxes and special assessments levied upon the County site;
- the County shall have the right to cancel the lease agreement at any time, by giving the District at least 90 days written notice, only in the event of any of the following: construction has not commenced within two years of the execution of the lease agreement; a Certificate of Occupancy has not been issued with five years of the execution of the lease agreement or within six months of the construction being completed; default by the District, which default is not cured; unauthorized assignment of the lease agreement by the District; willful abandonment of the County site by the District for a period of 30 days or more, or; use by the District for an unauthorized purpose. Other than these occurrences, the County shall not have the right to cancel the lease agreement;
- the District may cancel the lease agreement at any time, with 90 days advance written notice;
- the County shall indemnify and hold the Board harmless, to the extent of the limitations included within Florida Statutes, from all liability which may arise as a

result of the County's negligence, actions or failure to act under the terms of the lease agreement;

- the Board shall indemnify and hold the County 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;
- the District shall have the right to conduct any and all additional environmental testing, as deemed necessary; 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, and or terminate this lease agreement.

**RECOMMENDED:** That The School Board of Miami-Dade County, Florida, authorize the Superintendent to finalize negotiations and execute a lease agreement with Miami-Dade County for land located at 16300 NW 42 Avenue, Miami Gardens, in connection with a proposed collaboration between the District, Florida Memorial University and the City of Miami Gardens, at an annual rent of \$1, and substantially in conformance with the other terms and conditions noted above.

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# LOCATION MAP

