

Office of School Facilities
Rose Diamond, 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 WITH FLORIDA MEMORIAL UNIVERSITY FOR AN ALL ACADEMY HIGH SCHOOL

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

The Board, at its meeting of August 17, 2005, authorized the Superintendent to negotiate the terms and conditions of agreements with Florida Memorial University (FMU) and Miami-Dade County (County), for the development of an all-academy senior high school adjacent to Jan Mann Opportunity School and the FMU campus, and for the relocation of the North Transportation Center (North Transportation). The proposed collaboration between FMU and the Board would offer significant expanded educational opportunities for both Jan Mann and FMU students, and would build upon the current FMU/Board partnership, which allows aspiring teachers enrolled at FMU to work with Jan Mann students with a focus on academic achievement, attendance and the ability to set and reach personal goals. As a part of the proposed collaborative effort, the County has offered to lease to the District, a 1.7-acre parcel of land, formerly used by the County as a Solid Waste Transfer Station, at an annual rental rate of \$1.00 (see location map). Use of the 1.7-acre County-owned parcel, will allow the District and FMU greater flexibility in planning the design of the new all-academy senior high school, as well as relocating North Transportation.

Environmental Site Assessments have been completed on behalf of the District, including soil and ground water sampling, yielding favorable results.

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

- a 30-year base term, with two additional 10-year option periods, at the Board's sole option;
- an annual rental rate of \$1.00;
- the demised premises may be used for any public educational or ancillary purpose. The District, at its sole cost and expense, may make such improvements and construct such facilities upon the demised premises as are necessary for such purposes;

- the District shall have full control, custody, right and use of the demised premises at all times;
- the District shall retain all responsibility for maintenance and upkeep of the improvements located on the demised premises, and shall provide and pay for all utilities, including, without limitation, electricity, water, sewer and trash removal services;
- the District shall be responsible for the payment of all taxes and special assessments levied upon the demised premises;
- 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 five years of the execution of the lease agreement; default by the District, which default is not cured; a Certificate of Occupancy is not issued within six months of the construction being completed; unauthorized assignment of the lease agreement by the District; willful abandonment of the demised premises 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 with Florida Memorial University for an all academy senior high school, at an annual rent of \$1, and substantially in conformance with the other terms and conditions noted above.

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LOCATION MAP

