

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

**SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE SCHOOL BOARD (AS LESSOR) AND MIAMI-DADE COUNTY (AS LESSEE), FOR USE OF VACANT BOARD-OWNED LAND, LOCATED AT 8300 NW 12 PLACE, AS ARCOLA LAKES PARK**

**COMMITTEE: FACILITIES AND CONSTRUCTION REFORM**

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

Background

Since February 1976, Miami-Dade County (County) (as lessee), has leased approximately 14.5 acres of vacant land from the Board (as lessor), located at 8300 NW 12 Place, for use as Arcola Lakes Park (Park) (see location map). Under the terms of the lease agreement (Agreement), the County may make improvements to the site, at its expense, as necessary for community park purposes. The County has constructed a recreation center, two playgrounds, four tennis courts, two tot lots, four hand ball courts, two parking lots and other recreational amenities. The County also retains responsibility for all maintenance, utilities and any other Park operating costs. In addition, the Agreement stipulates that, should the District require use of some or all of the leased area for a future educational facility, the Board may cancel the Agreement, in whole or in part, and will not be responsible to reimburse the County for any improvements made by the County to the site. The current term of the Agreement will expire on December 31, 2036. The County owns an adjacent 3.85-acre parcel (see location map) and intends to construct a recreation center designed primarily for senior programs (senior recreation center) on that site.

In order to construct the senior recreation center, the County has indicated a need to install an 8" sewer force main across a portion of the Board-owned parcel. The new line will allow the senior recreation center to connect to Miami-Dade Water and Sewer Department facilities. To ensure that the sewer line will not impact the Board's ability to use its parcel in the future, the County has agreed to amend the Agreement to provide, among other things, that the County will relocate the sewer line, at its expense, should the District determine that such relocation is necessary, and to subordinate its interests in the site, should the District seek to initiate financing at this location through a Certificate of Participation or other funding mechanism in the future.

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### Proposed Amendment to Lease Agreement

It is recommended that the Superintendent be authorized to finalize negotiations and execute a lease amendment with the County to allow County construction of a senior recreation center. No physical improvements requiring the use of District funds are necessary as a result of the proposed Board action. The proposed lease agreement amendment will include, substantially, the following terms and conditions:

- the cancellation provision currently provides either party with the ability to cancel the Agreement, in whole or in part, with 180 days prior written notice, and will be amended to allow either party to cancel, in whole or in part, at any time, with one year prior written notice. In that event, the portion of the Board-owned parcel subject to said cancellation shall be freed from the burden of the Agreement, concurrent with the effective date of said cancellation. In addition, the County covenants and agrees that the Board shall not be obligated to reimburse the County for any of County's facilities constructed on the Board-owned parcel, or be subject to any other obligation or penalty. Further, the County shall, at County's sole cost and expense and at the Board's sole option, said option not to be unreasonably imposed, remove or relocate any and all facilities or improvements made to the Board-owned parcel by the County, including, but not limited to any water and sewer improvements;
- the County agrees to subordinate its interests in the site in the event the Board seeks to initiate financing at this location through a Certificate of Participation or other funding mechanism in the future;
- the Agreement shall be construed and enforced according to the laws of the State of Florida and the venue for any disputes shall be in Miami-Dade County Florida;
- in the event of any litigation between the parties under this Agreement, each party shall be responsible for its own attorney's fees and court costs through trials and appellate levels. The provisions of this paragraph shall survive the termination of this Agreement; and
- the Superintendent of Schools shall be the party designated by the Board to grant or deny all approvals required by this Agreement, or to cancel this Agreement.

All other terms and conditions of the Agreement will remain unchanged, including the following:

- rental rate at \$1 per year;
- the County may make such improvements and construct such facilities upon the Board-owned parcel, at the County's sole cost and expense, as shall be necessary to utilize said lands for community park purposes;

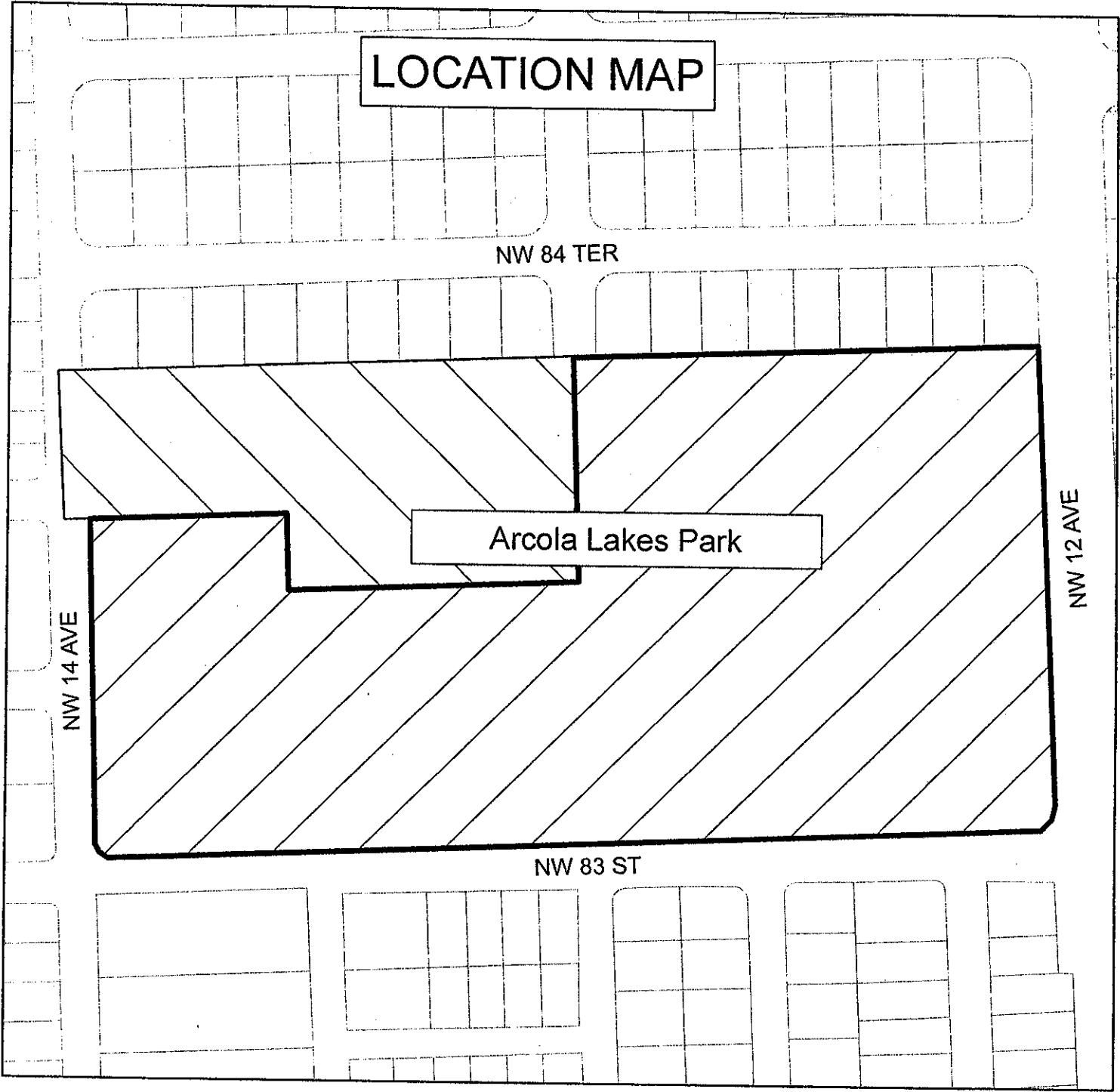
- the County shall maintain the premises, facilities, and equipment located thereon in a state of good repair and clean condition at all times, at its sole expense; and
- the County shall be responsible for payment of all utilities.

The Deputy Superintendent, School Operations, does not object to the District amending the Agreement, as outlined above. The proposed amendment will be reviewed by the Office of Risk and Benefits Management and the School Board Attorney's Office prior to its execution.



**RECOMMENDED:** That The School Board of Miami-Dade County, Florida, authorize the Superintendent to finalize negotiations and execute an Amendment to the Lease Agreement between the School Board (as lessor) and Miami-Dade County (as lessee), for use of vacant Board-owned land located at 8300 NW 12 Place, as Arcola Lakes Park, substantially in conformance with the terms and conditions noted above.

IB:

# LOCATION MAP



**Legend**

	Board owned parcel
	County- owned parcel

