

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 AND THE CITY OF SOUTH MIAMI FOR THE USE OF PALMER PARK, LOCATED AT SW 67 AVENUE AND SW 60 STREET, SOUTH MIAMI, BY SOUTH MIAMI MIDDLE SCHOOL

COMMITTEE: FACILITIES PLANNING AND CONSTRUCTION

LINK TO STRATEGIC PLAN: IMPROVE CONSTRUCTION SERVICES

Background

Since October 1955, the School Board (Board) has utilized Palmer Park (Park), located at SW 67 Avenue and SW 60 Street (see location map), for use by South Miami Middle School (School), under a Lease Agreement (Agreement) with the City of South Miami (City). The School has use of the Park during the regular school year from 8:00 a.m. to 3:00 p.m., for recreation, playground and athletic purposes. Under the terms of the Agreement, the District pays the City annual rent intended solely to offset the City's maintenance costs due to District use of the Park. The District paid the City \$19,465.87 for the 2008-2009 school year. The Agreement provides for the lease rate to be adjusted each year by the Consumer Price Index, not to exceed 5%. The current term of the Agreement expires December 11, 2009, and the Board has two thirty-year renewal options available. Renewal of this Agreement will provide the School with uninterrupted use of the Park through December 11, 2039.

District Due Diligence Process

After securing the concurrence from the School Principal, the Regional Center III Superintendent, and the Deputy Superintendent of District/School Operations that there is a continuing need for the use of the Park by the School, and in compliance with District leasing procedures, the Planning, Design and Sustainability Department conducted a search of potential alternate sites in the vicinity that could serve the recreational needs of the School. There are no Board-owned sites in close proximity to the School, and the surrounding area is built-out with single family residences.

Proposed Renewal and Amendment to the Agreement

In light of the fact that there are no other immediate alternatives to provide for the recreational needs for the School, as more fully discussed above, it is recommended that the Board authorize the renewal of the Agreement for the period of December 12, 2009 to December 11, 2039. The rental rate for the period of December 12, 2009 through

December 11, 2010 will be in an amount not to exceed \$20,439.17. It is further recommended that the Superintendent be authorized to finalize negotiations and execute an amendment to the Agreement under, substantially, the following terms and conditions:

- 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 attorneys fees and court costs through trials and appellate levels. This provision shall survive the termination of the Agreement; and
- for purposes of this Agreement, the Superintendent of Schools shall be the party designated by the Board to grant or deny all approvals required by the Agreement, or to cancel the Agreement.

All other terms and conditions of the Agreement remain unchanged, as follows:

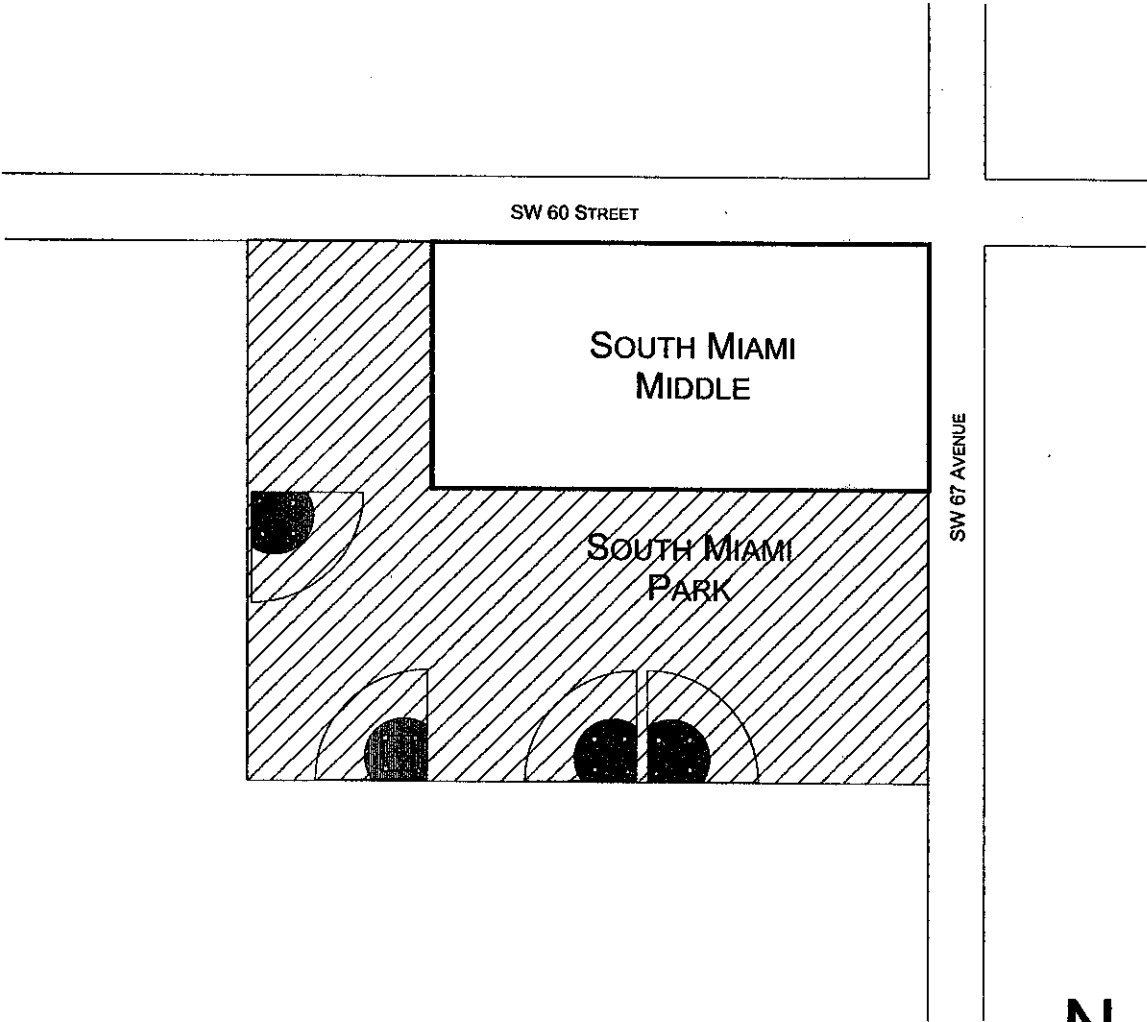
- the School shall have exclusive use and control of the Park for recreation, playground and athletic purposes between the hours of 8:00 a.m. and 3:30 p.m. during the school year, except Saturdays, Sundays and School holidays;
- the City shall have exclusive use and control of the Park at all other times;
- the City shall be responsible for the payment of utility costs and for all maintenance of the Park;
- the District will pay the City an annual rental amount intended solely to offset the City's maintenance costs due to District use of the Park. The amount to be paid for the 2009-2010 school year will not exceed \$20,439.17. Each year thereafter, the lease rate will be adjusted by the Consumer Price Index, not to exceed 5%;
- the Board and the City will each insure or self insure their respective interests in real or personal property to the extent each deems necessary or appropriate;
- either party may cancel the Agreement at any time without penalty, with at least one year advance written notice; and
- the City and Board agree to indemnify and hold the other harmless, to the extent of the limitations included within Florida Statutes, Section 768.28.

The proposed lease amendment will be reviewed by the School Board Attorney's Office and the 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 an amendment to the lease agreement between the School Board and the City of South Miami for the use of Palmer Park by South Miami Middle School, substantially in conformance with the terms and conditions set forth above, and extend the term from December 12, 2009 to December 11, 2039. The rental amount to be paid by the District for the 2009-2010 school year will not exceed \$20,439.17. Each year thereafter, the rental rate will be adjusted by the Consumer Price Index, not to exceed 5%.

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LOCATION MAP



Legend

 Demised Premises

Not To Scale

