

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

SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE A LEASE AGREEMENT WITH THE CITY OF OPA-LOCKA FOR THE USE OF VACANT CITY-OWNED LAND LOCATED AT 780 FISHERMAN STREET, OPA LOCKA, FOR A PROPOSED BUTTERFLY/ORGANIC GARDEN FOR USE BY NATHAN B. YOUNG ELEMENTARY SCHOOL, LOCATED AT 14120 NW 24 AVENUE, OPA LOCKA

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

LINK TO STRATEGIC FRAMEWORK: FINANCIAL EFFICIENCY/STABILITY

Background

The Principal of Nathan B. Young Elementary School (School) and the City of Opa Locka (City) have been in discussions concerning potential use by the School of City-owned land to allow the students to build and maintain a Butterfly/Organic Garden (Garden). The parcel is located immediately adjacent to the School, is approximately 3983 square feet in size, and is undeveloped (see location map). The Garden will give students an opportunity for scientific exploration and growth, and be utilized by the School to integrate Science, Technology, Engineering and Mathematics into the School's curriculum, as well as expand upon the "Plant a Thousand Gardens" initiative, through which second graders were able to plant a number of vegetables at the School.

Additional Information

As a means to implement the above referenced project, the City is currently seeking a grant of \$10,000 through the Building Healthy Community Childhood Obesity Prevention Project as well as through other funding sources, specifically to aid the School in developing the proposed program and defray start-up costs, including soil testing and fencing.

Proposed Agreement

Subject to funding, as described above, terms and conditions of the proposed Agreement are, substantially, as follows:

- a forty 40-year base term, with six additional 10-year option periods, at the Board's sole option;
- annual rental rate at \$1;

- the demised premises may be used for any public educational 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 a purpose;
- the District shall have full control, custody, right and use of the demised premises at all times;
- the District shall be responsible for maintenance and upkeep of the demised premises, including any improvements located thereon, and shall provide and pay for any related utilities;
- the District may cancel the lease agreement at any time, with 60 days advance written notice;
- the City shall have the right to cancel the Agreement at any time, by giving the District at least 90 days written notice, only in the event of default by the District, which default is not cured. Other than this occurrence, the City shall not have the right to cancel the Agreement;
- the District shall have the right to conduct any and all environmental testing, as deemed necessary, and shall determine the viability of the site for use for educational purposes;
- 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 Parties shall each indemnify and hold the other harmless to the extent and within the limitations of Florida Statutes; and
- the Superintendent shall be the Party designated by the Board to grant or deny all approvals required by this Agreement, or to cancel this Agreement.

The School Principal and Region I Superintendent recommend entering into the proposed Agreement, which 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 with the City of Opa-Locka for the use of vacant City-owned land located at 780 Fisherman Street, Opa Locka, for a proposed Butterfly/Organic Garden for use by Nathan B. Young Elementary School, at an annual rent of \$1, and substantially in conformance with the other terms and conditions noted above.

IB:

LOCATION MAP

NW 143RD STREET

NW 24TH AVENUE

Nathan B. Young E.S.

NW 141ST STREET

Legend



Demised Premises



Not to scale