

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

**SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE A LEASE AGREEMENT WITH MOUNT HERMON COMMUNITY EDUCATION CORPORATION, FOR THE TEMPORARY OPERATION OF A CHARTER SCHOOL AT 16001 BUNCHE PARK DRIVE, MIAMI GARDENS**

**COMMITTEE: FACILITIES AND CONSTRUCTION REFORM**

**LINK TO STRATEGIC FRAMEWORK: FINANCIAL EFFICIENCY/STABILITY**

Background

This item is a companion to agenda item C-30. Due to land use issues with the City of Miami Gardens, Richard Allen Leadership Academy (Charter School) will be unable to continue operations at its current facility, located 17800 N.W. 25 Avenue, Miami Gardens, Florida, for the 2012-13 school year. Therefore, the Office of School Facilities was asked to generate a short term lease agreement with Mount Hermon Community Education Corporation (Mount Hermon), on behalf of the Charter School, for the temporary use of Board-owned portables and classrooms located at Bunche Park Elementary School, located at 16001 Bunche Park Drive, Miami Gardens (Facility), for consideration by the School Board (Board) at its meeting of July 18, 2012. Terms and conditions of the proposed lease agreement (Lease Agreement) are similar to those included in a lease agreement entered into in 2007 for temporary use of Board-owned portables by another charter school operator.

Proposed Lease Agreement

The proposed Lease Agreement shall include, substantially, the following terms and conditions:

- Mount Hermon shall use approximately 9,692 square feet of permanent and portable classroom space within the Facility (demised premises) (see Exhibit "A");
- rent at \$1 per year;
- Mount Hermon will indemnify and hold the Board harmless from all liabilities inherent in or that may arise during its use of the demised premises and common areas;
- prior to the commencement of the lease agreement, Mount Hermon will provide the Board with evidence of insurance, as set forth in its current charter contractual agreement;

- the Lease Agreement shall commence August 1, 2012, and terminate June 30, 2013;
- routine maintenance of the demised premises (e.g. light bulb and ballast replacement, air conditioning filter cleaning, minor electrical/plumbing repair, etc.), as well as janitorial/custodial services, will be provided by Mount Hermon at its expense. Upon notification from Mount Hermon, any necessary non-routine repair services will be provided by the District, at the District's cost of time and material, with payment for same to be provided to the District prior to the initiation of the work;
- Mount Hermon shall have use and control of the demised premises at all times, and may not access or use any other portions of the Facility without the specific authorization of the Facility Principal;
- Mount Hermon staff and visitors will have use of two parking lots within the Facility; one located south of Building 04 and consisting of 7 parking spaces, and the other located north of the portable classrooms and consisting of 10 parking spaces (see Exhibit "A");
- the existing fire alarm and security system installations serving the demised premises and the Facility will remain active and in use, and will be monitored and maintained by the District, at its sole cost and expense;
- Mount Hermon, at its sole cost and expense, will provide any additional needed security systems and/or security monitors;
- Mount Hermon, at its option, may use any surplus District-owned furniture, fixtures, and equipment (FF&E) located within the demised premises. If any such District-owned FF&E is to be used, Mount Hermon must supply a written inventory of same to the Facility Principal prior to its occupancy, which inventory must be corroborated by District staff. Any remaining District-owned FF&E will remain within the demised premises and will be removed by the District as time permits;
- Mount Hermon will be solely responsible for any damages to the District's property that arise as a result of their use of the demised premises or the Facility and must reimburse the District for any requisite repairs or replacement of District property;
- Mount Hermon shall reimburse the District for its prorata cost of utilities serving the Facility including, but not limited to, electricity, solid waste disposal and water and sewer service, at a combined rate of \$1,607.25/month;
- Mount Hermon shall secure, at its sole cost and expense, a Bond in an amount necessary to cover any deductible or other expense not covered by its insurance policies, in the event of damage, theft or any other such occurrence;

- as a condition of entering into this lease agreement, Mount Hermon shall cap its enrollment at 160 K-5 students, and shall not market to or enroll any existing students or future students of Bunche Park Elementary School;
- either party may cancel the lease agreement for convenience and without cause with a minimum of 30 days advance written notice. In the event of cancellation by the District, every attempt will be made to have the cancellation effective date coincide with the end of a nine-week grading period. However, Mount Hermon agrees and understands that this Lease Agreement is a temporary measure and that there is no option to renew at the end of the lease period;
- the Charter School students shall wear appropriate charter school uniforms and the Charter School's staff shall display appropriate identification (ID) at all times;
- in the event of damage or destruction of the portable and/or permanent classrooms, both parties will work cooperatively to seek alternate accommodations for the Charter School students;
- in the event of default by Mount Hermon, which default is not cured within the prescribed timeframe, the Board shall have the right to immediately cancel the Lease Agreement and occupy the demised premises;
- in the event of default by the Board, which default is not cured within the prescribed timeframe, Mount Hermon shall have the right to immediately cancel the Lease Agreement;
- Mount Hermon shall acknowledge and accept the authority of the Board to request and authorize audits, inspections, and reviews, including, but not limited to, the authority to access Mount Hermon's records, its legal representatives' and contractors' records and the obligation of Mount Hermon to retain and make those records available upon request;
- the Board shall retain the exclusive right at all times to be the sole authorizer and recipient of revenue generators, such as but not limited to third party advertising, the installation of wireless telecommunications facilities and other similar endeavors, in compliance with Board Policies, provided however, that such endeavors shall not interfere with Mount Hermon's rights to peaceful enjoyment under this Lease Agreement;
- Mount Hermon shall be allowed to erect a temporary banner sign, subject to Board approval and in conformance with laws and regulations governing public schools, which temporary banner sign shall be removed by Mount Hermon at the end of its one year lease term;
- Mount Hermon shall be responsible for the payment of any taxes, fees or other assessments, including but not limited to sales tax, imposed on the Facility due as a result of the occupancy and use of the demised premises by Mount Hermon;

- Mount Hermon shall comply with all applicable laws, rules, regulations, ordinances and codes of all governmental authorities, including, without limitation, the Americans with Disabilities Act and the Jessica Lunsford Act;
- Mount Hermon shall accept the demised premises and balance of the Facility in its “as is, where is” condition as of the commencement date of the Lease Agreement, with no representations or warranties by the Board as to the physical condition or usability of the demised premises and balance of the Facility for any specific use;
- Mount Hermon shall not use, handle, generate, manufacture, produce, store, discharge, treat, remove, transport or dispose of Hazardous Substances at, in, upon, under, to or from the demised premises and balance of the Facility;
- if, while in its period of use under this Lease Agreement, there is a requirement for infrastructure improvements or other regulatory compliance due to the lease, use or occupancy of the demised premises by Mount Hermon, Mount Hermon shall be responsible for fulfilling the applicable requirements, with any infrastructure improvements to be completed by the District, at the sole cost and expense of Mount Hermon, and with payment for same to be provided to the District prior to the initiation of the work;
- Mount Hermon may not assign or sublet any portion of the demised premises;
- Mount Hermon shall surrender the demised premises to the Board, at the expiration, termination or cancellation of the Lease Agreement in as good condition as existed on the commencement date of the Lease Agreement, ordinary wear and tear excepted, including removal of all personal property and other items belonging to Mount Hermon;
- the Lease Agreement shall be deemed inferior and subordinate to any existing or future financing or conveyance by the Board of the Facility or any portions thereof;
- the Lease Agreement shall be construed and enforced according to the laws of the State of Florida and the venue for any disputes shall be Miami-Dade County, Florida;
- in the event of any litigation between the parties under the Lease Agreement, each party shall be responsible for its own attorney’s fees and court costs through trials and appellate levels; and
- for purposes of the Lease Agreement, the Superintendent of Schools shall be the party designated by the Board to grant or deny any modifications and approvals required by the Lease Agreement, including without limitation, canceling and/or terminating the Lease Agreement.

The proposed Lease Agreement 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 a lease agreement with Mount Hermon Community Education Corporation, for the temporary operation of a charter school at 16001 Bunche Park Drive, Miami Gardens, under, substantially, the terms and conditions noted above.

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EXHIBIT "A" CONTINUED

**16001 BUNCHE PARK DRIVE  
MIAMI GARDENS, FLORIDA**

- All Rooms in Building 04;
- Four (4) portable classrooms bearing FISH numbers 46-118, 49-220, 63-L219 and L217-63;
- A portion of the playfield area adjacent to Building 04 and the portable classrooms; and
- Two parking lots, one located south of Building 04 and consisting of 7 parking spaces, and the other located north of the portable classrooms and consisting of 10 parking spaces.