

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

**SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE AN AMENDMENT TO THE JOINT USE AGREEMENT BETWEEN THE SCHOOL BOARD (AS LESSOR) AND TELEMUNDO NETWORK, INC. (AS LESSEE), FOR USE BY TELEMUNDO OF A 241-SPACE PARKING LOT LOCATED ON THE CAMPUS OF J.W. JOHNSON ELEMENTARY SCHOOL, AT 735 WEST 23 STREET, HIALEAH**

**COMMITTEE: FACILITIES AND CONSTRUCTION REFORM**

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

Background

Since April 1995, J.W. Johnson Elementary School (School) and Telemundo Network, Inc. (Telemundo), have jointly utilized a 47,500 square foot parking lot on the School site, located at 735 West 23 Street, Hialeah (see location map), under a Joint Use Agreement (Agreement). Telemundo uses the spaces to supplement existing parking facilities at the Telemundo corporate headquarters located one block from the School. Telemundo initially constructed 161 parking spaces at its sole cost and expense, which it expanded in 2005 by 80 additional parking spaces, bringing the total number of parking spaces constructed by Telemundo and leased at the School from 161 to 241.

At its meetings of March 7, 2012, and August 1, 2012, the Board authorized the Superintendent to finalize negotiations and execute Amendments to the Agreement to extend the term for the period ending October 31, 2012, with the annual rental rate to remain unchanged at \$52,693.92 (\$18.22 per space per month). The extension (through October 31, 2012) was intended to allow the Parties to discuss the possibility of entering into an educational partnership to potentially include mentoring and internships for Hialeah Senior High School students enrolled in the District's communications magnet program, with the added value to the District of such a partnership to be factored into any proposed terms and conditions of a further extension of the Agreement beyond October 31, 2012.

District staff and representatives from Telemundo have met on several occasions to discuss the development and implementation of a collaborative educational partnership. Telemundo previously advised that because their organization is implementing organizational changes, continued discussions on an educational partnership should be deferred until that process is completed. In order to provide for the Agreement to remain in place beyond October 31, 2012, while allowing the Parties to later pursue a possible

educational partnership, it is recommended that the Agreement be amended to extend the term for a four year period (November 1, 2012 through October 31, 2016), with the rent to increase each year at 7%. During this extension period, Telemundo and the District, through the Office of Innovation and Accountability and Office of School Facilities will continue to work cooperatively to develop and implement a mutually beneficial educational partnership.

#### Proposed Amendment to Joint Use Agreement

It is recommended that the Superintendent be authorized to finalize negotiations and execute an amendment to the Agreement with Telemundo to include, substantially, the following terms and conditions:

- The term of the Agreement will be extended for a four-year period (November 1, 2012 through October 31, 2016);
- The current annual lease rate of \$52,693.92 (\$18.22 per space monthly) will be increased by 7% to \$56,382.49 (\$19.49 per space monthly), for the period of November 1, 2012 through October 31, 2013; and
- The rental rate will be increased by 7% annually thereafter: \$60,329.26 (\$20.86 per space monthly) for the period of November 1, 2013 through October 31, 2014, \$64,552.30 (\$22.32 per space monthly) for the period of November 1, 2014 through October 31, 2015 and \$69,070.96 (\$23.88 per space monthly) for the period of November 1, 2015 through October 31, 2016.

In addition, and in compliance with current Board policy, the Agreement will be further amended to include, substantially, the following terms and conditions:

- The Agreement is and shall be subject and subordinate to any conveyance and ground or underlying leases and the rights of the Board under those leases and to all financing that may now or hereafter affect the School; and
- Telemundo acknowledges and accepts the authority of the Board to request and authorize audits, inspections, and reviews, including, but not limited to, the authority to access Telemundo's records, its legal representatives' and contractors' records and the obligation of Telemundo to retain and to make those records available upon request, and in accordance with all applicable laws.

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

- either party may cancel the Agreement at any time, with 120 days prior written notice;
- the parking lot may be jointly used by District and Telemundo staff and visitors on a first-come, first-served basis;

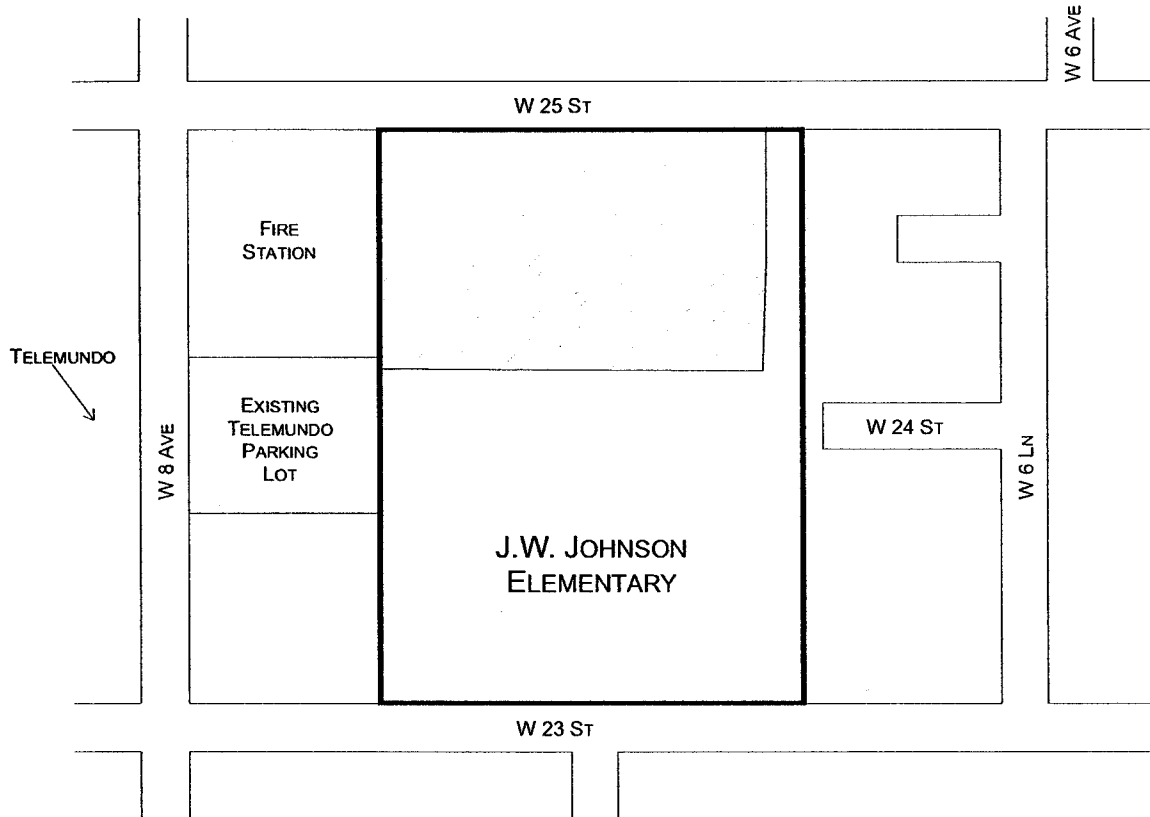
- Telemundo is responsible for obtaining all licenses, permits, use approvals or other approvals required for the continued use of the parking lot;
- Telemundo shall procure and maintain general liability insurance coverage throughout the term of the Agreement. Additionally, Telemundo shall indemnify the Board from and against any actions arising in connection with Telemundo's use and occupancy of the parking lot;
- Telemundo shall be responsible for payment of all utilities and for maintenance and repair of the parking lot, at its sole expense; and
- at the termination or expiration of the Agreement, the parking lot and all other permanent fixtures and improvements shall become the property of the District.

The Principal of J.W. Johnson Elementary School and the Region Superintendent, North Region Office recommend that the District extend the Agreement for a four-year period commencing November 1, 2012, and ending October 31, 2016, and that the Office of Innovation and Accountability and Office of School Facilities continue to work collaboratively with Telemundo to develop and implement a mutually beneficial educational partnership. 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 Joint Use Agreement between the School Board (as lessor) and Telemundo Network, Inc. (as lessee), for the use by Telemundo of a 241-space parking lot located at J.W. Johnson Elementary School, at a rental rate of \$56,382.49 for the period of November 1, 2012 through October 31, 2013, and substantially in conformance with the other terms and conditions noted above.

IB:

# LOCATION MAP



**LEGEND**

 241 SPACE BOARD-OWNED PARKING LOT LEASED TO TELEMUNDO

