

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

SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE A SECOND AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE SCHOOL BOARD (AS LESSOR) AND THE VILLAGE OF KEY BISCAYNE (AS LESSEE), FOR USE BY THE VILLAGE OF THE PLAYFIELD AREA AT KEY BISCAYNE K-8 CENTER, LOCATED AT 150 W. MCINTYRE STREET, KEY BISCAYNE, FOR RECREATIONAL PURPOSES

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

LINK TO STRATEGIC FRAMEWORK: FINANCIAL EFFICIENCY/STABILITY

Background

Since 1994, the Village of Key Biscayne ("Village") has leased the playfield area at Key Biscayne K-8 Center, located at 150 W. McIntyre, Key Biscayne ("School"), for recreational purposes, pursuant to a lease agreement ("Agreement") between the Village and the School Board ("Board"). The current term of the Agreement expires on December 31, 2013, and the Village has requested that the Agreement be extended for an additional ten-year period. In addition to extending the lease term, the parties have agreed to modify other terms and conditions of the Agreement as provided below.

Proposed Second Amendment to Agreement

It is recommended that the Agreement be amended to provide, substantially, the following terms and conditions:

- the current term of the Agreement will be extended for a ten (10) year period commencing January 1, 2014 and ending December 31, 2023;
- the term of the Agreement may be further extended for one additional term of ten (10) years, at the option of the Board;
- the existing Exhibit "A" to the Agreement shall be replaced with a new revised Exhibit "A" to reflect the current improvements and other amenities located within the demised premises (see attached Revised Exhibit "A");
- this Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes, and the parties agree to comply with Florida's Public Records Laws and laws relating to records retention;

- 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 undertakings shall not interfere with the Village's right to peaceful enjoyment of the demised premises;
- in the event of any litigation between the parties under the Agreement, each party shall be responsible for its own attorney's fees and court costs through trials and appellate levels;
- 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 leases or the demised premises, and to all renewals, modifications, consolidations, replacements and extensions thereof;
- the parties represent that each has the full power to execute, deliver, and perform their respective obligations under the Agreement, as amended, and that the performance of each party's obligations under this Agreement have been duly authorized by all necessary actions of the parties, and do not contravene or conflict with any rules, regulations, policies or laws governing the parties, or any other agreement(s) binding on the parties. In additions, the individual(s) executing the Agreement have full authority to do so;
- the notice provision of the Agreement shall be amended to update each party's notification information as well as the acceptable methods of notification; and
- for purposes of the Agreement, the Superintendent of Schools or his/her designee shall be the party designated by the Board to grant or deny any modifications and approvals required by the Agreement, including without limitation, establishing use schedules, modifying areas or periods of use, amending or modifying Exhibit "A", placing the Village in default, and reviewing and approving all matters relating to the Village's construction of improvements on the demised premises, if any. The Superintendent of Schools or his/her designee shall also be the party designated by the Board to grant or deny any approvals required by this Agreement for the renewal, cancellation and/or termination of this Agreement.

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

- rent at \$1 per year;

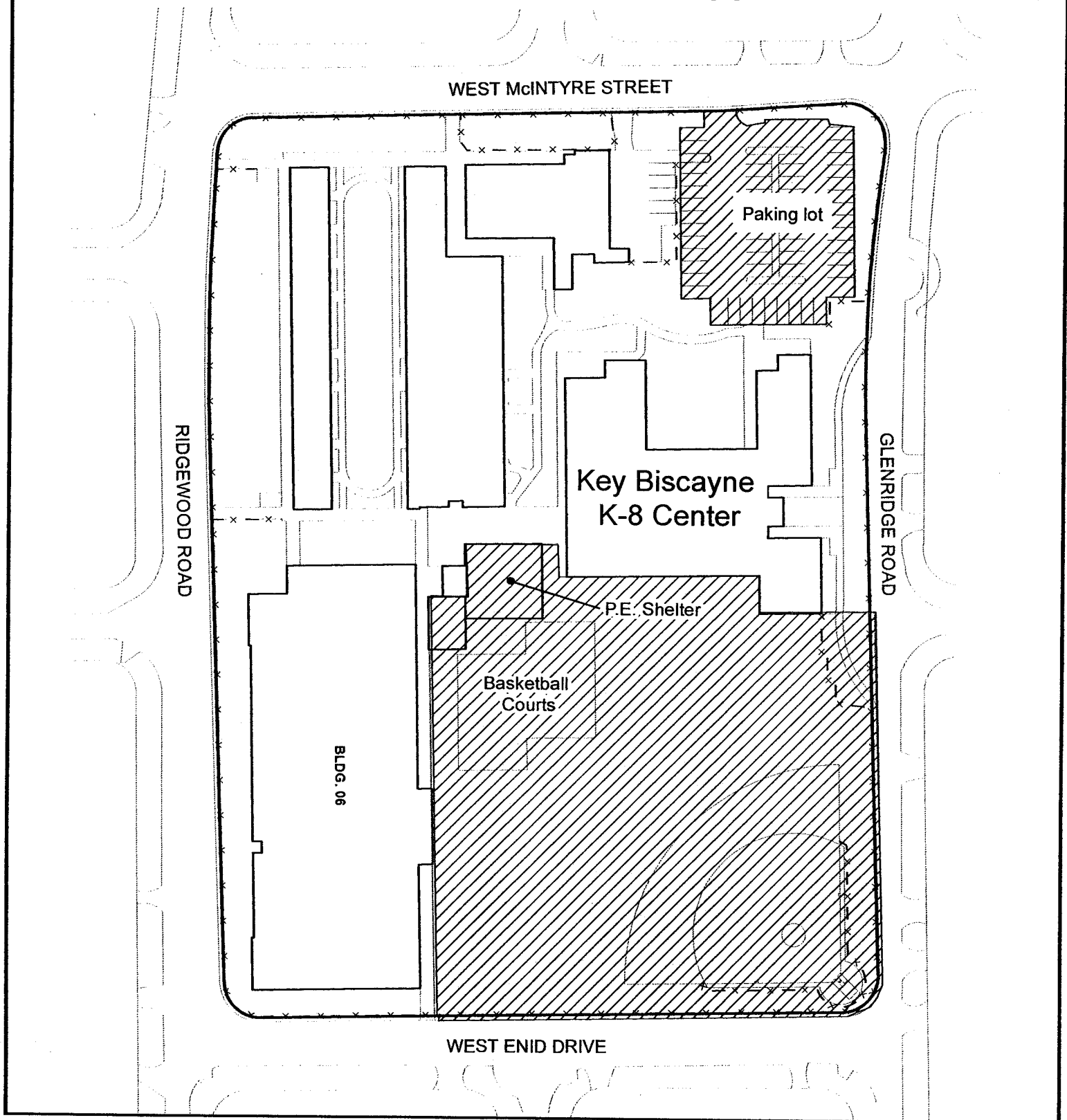
- the District shall have use of the demised premises during regular school hours on regular school days, and at such other times as may be required for the operation of School activities. The Village shall have use of the demised premises at all other times; and
- either party shall have the right to cancel the Agreement at will, without penalty, by giving the other party at least 90 days prior written notice.

The principal of Key Biscayne K-8 Center and the Region Superintendent, Central Regional Center, recommend entering into the proposed second amendment. The proposed second amendment 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 second amendment to the lease agreement between the School Board (as Lessor) and the Village of Key Biscayne (as Lessee), for use by the Village of the playfield area at Key Biscayne K-8 Center, located at 150 W. McIntyre Street, Key Biscayne, for recreational purposes, under, substantially, the terms and conditions noted above, including authorizing the Superintendent to amend or modify Exhibit "A" and extend the term for the ten-year renewal period available under the lease agreement.

MCA:mca


REVISED EXHIBIT "A"



Legend

 Demised Premises

N



Not to scale