

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

SUBJECT: AUTHORIZE THE SUPERINTENDENT TO:

- 1) EXECUTE AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE SCHOOL BOARD AND THE CITY OF HIALEAH ("CITY") TO EXTEND THE TERM THROUGH AUGUST 25, 2021, FOR CONTINUED USE OF BRIGHT PARK BY FLAMINGO ELEMENTARY SCHOOL, LOCATED AT 701 EAST 33 STREET, HIALEAH, FLORIDA 33013, FOR RECREATIONAL ACTIVITIES; AND
- 2) GRANT OR DENY ALL APPROVALS REQUIRED UNDER THE LEASE AGREEMENT INCLUDING RENEWING, EXTENDING, CANCELING OR TERMINATING THE LEASE AGREEMENT, AND PLACING THE CITY IN DEFAULT, AS APPLICABLE

COMMITTEE: FACILITIES AND CONSTRUCTION

LINK TO STRATEGIC BLUEPRINT: EFFECTIVE AND SUSTAINABLE BUSINESS PRACTICES

Since August 1996, the Board has leased a portion of Bright Park ("Park") from the City of Hialeah ("City"), for recreational activities for Flamingo Elementary School ("School"), located at 701 East 33 Street. The current lease term will expire on August 25, 2016, and the agreement may be renewed for an additional five year by amending the Agreement. This renewal represents the fourth of nine five-year renewal option periods available under the Lease Agreement.

Proposed Amendment to Lease Agreement

The Deputy Superintendent/Chief Operating Officer, School Operations, recommends amending the Agreement to extend the term for an additional 5 year period, through August 25, 2021. The Agreement will be further amended to include additional terms and conditions that conform to current legal and risk management criteria and Board Policy. Accordingly, it is recommended that the Agreement be amended to provide, substantially, the following terms and conditions:

- the current term of the Agreement, which expires on August 25, 2016, will be extended for the five year period ending August 25, 2021;
- The parties shall indemnify and hold the other harmless, subject to the monetary limitations contained in Florida Statute, Section 768.28, from all liability which may arise as a result of the other parties negligence, actions or failure to act under the terms of the Agreement;
- the 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 Agreement, each party shall be responsible for its own attorney's fees and court costs through trials and appellate levels; and
- the Superintendent of Schools shall be the party designated by the Board to grant or deny any approvals required by the Agreement, including without limitation, renewing, extending, canceling or terminating the Agreement, and placing the City in default, as applicable.

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

- annual lease rate of \$1.00;
- in addition to default by the City or Damage and Destruction of the Park, the District may cancel the Agreement at any time with 90 days notice;
- the City may cancel the Agreement only in the event of default by the District, which the District fails to cure; and
- the City is responsible for all maintenance of the Park.

The proposed Amendment to the Lease Agreement has been reviewed by the School Board Attorney's Office and the Office of Risk and Benefits Management for legal sufficiency and risk management issues, respectively, and found to be in compliance.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the Superintendent to:

- 1) execute an amendment to the Lease Agreement between the School Board and the City of Hialeah ("City") to extend the term through August 25, 2021, for continued use of Bright Park by Flamingo Elementary School, located at 701 East 33 Street, Hialeah, Florida 33013, for recreational activities, under, substantially, the terms and conditions noted above; and
- 2) grant or deny all approvals required under the Lease Agreement, including renewing, extending, canceling or terminating the Lease Agreement, and placing the City in Default, as applicable.

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