

Office of School Facilities
Raul F. Perez, Chief Facilities Design & Construction Officer

SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO EXECUTE AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE SCHOOL BOARD AND THE VILLAGE OF KEY BISCAYNE (“VILLAGE”), TO ALLOW THE VILLAGE TO INSTALL LIGHTING AT THE PLAYFIELD AND BASKETBALL COURTS OF KEY BISCAYNE K-8 CENTER

COMMITTEE: FACILITIES AND CONSTRUCTION

LINK TO STRATEGIC BLUEPRINT: EFFECTIVE AND SUSTAINABLE BUSINESS PRACTICES

Background

Since 1994, the Village of Key Biscayne (“Village”) has leased the playfield area at Key Biscayne K-8 Center (“School”), located at 150 W. McIntyre Street, Key Biscayne, Florida (“School Site”), for recreational purposes, pursuant to a lease agreement (“Agreement”) between the Village and the School Board (“Board”), collectively the “Parties”. The Village has approached the District with a request to install lighting within the School’s playfield area and at the basketball courts (“Lighting”), at the Village’s sole cost and expense. The Joint Use Agreement will be further amended to include additional terms and conditions that conform to current legal and risk management criteria and Board Policy. In addition, as consideration for the Board allowing installation of the Lighting, the Village has offered to make certain sanitary sewer and stormwater improvements within the School Site that will positively impact the School, at no cost to the Board. The Parties will be required to enter into separate agreement(s) to allow for such sanitary sewer and stormwater improvements, which agreement(s) will be presented to the Board for consideration at a future Board meeting.

Proposed Lease Amendment

The Deputy Superintendent/Chief Operating Officer, School Operations, recommends entering into an amendment to the Agreement (“Amendment”) with the Village to allow the Village to install the Lighting, and 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, for the following terms and conditions:

- the Village shall be permitted to install the Lighting within the School Site. The Village shall fund all costs related to the installation of the Lighting, including pre-payment of costs to the District for jurisdictional plan review, permits and inspections;
- as consideration for the Board allowing installation of the Lighting, the Village shall make certain sanitary sewer and storm water improvements within the School Site, at no cost to the Board, with such improvements to be governed by separate agreement(s), under mutually acceptable terms and conditions;
- the current term of the Agreement shall be extended through December 31, 2033, and may be further extended for an additional 10-year period, subject to the Board's consent;
- the Board's Building Department shall be the entity responsible for reviewing and approving all construction documents, issuing permits for construction and providing final acceptance of the Lighting;
- in addition to the Village's existing maintenance responsibilities under the Agreement, the Village shall also be responsible for maintenance and repair of the Lighting;
- the Village shall be responsible for installation and payment of all utilities services serving the Lighting;
- 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 all approvals or waivers required by the Agreement dealing with construction of improvements by the Village, changing periods or schedules of use, or any other routine operational issues; and
- in addition to the above, the Superintendent of Schools shall be the party designated by the Board to execute amendments to the Agreement within the authority granted to the Superintendent by the Board in the Agreement, and to grant or deny any approvals required by the Agreement, including placing the Village in default, or renewing, extending, canceling or terminating the Agreement.

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

- rent at \$1 per year;
- use of the playfield area and basketball courts (the "demised area") by the Board, 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 area at all other times; and

- that 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 proposed Amendment 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. A copy of the proposed Amendment in its final form is attached hereto.

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 Village of Key Biscayne ("Village"), to allow the Village to install lighting at the playfield and basketball courts of Key Biscayne K-8 Center, located at 150 W. McIntyre Street, Key Biscayne, Florida ("School"), under, substantially, the terms and conditions noted above;
- 2) execute amendments to the Lease Agreement within the authority granted to the Superintendent by the Board in the Lease Agreement; and
- 3) grant or deny all approvals or waivers required under the Lease Agreement, including renewing, extending, canceling or terminating the Lease Agreement, and placing the Village in default, as may be applicable.

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