Memorandum

MIAMI-DADE COUNTY

Date: March 6, 2007

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Sabal Chase Park
Amended Lease

Agenda Item No. 8(M)(1)(C)

RECOMMENDATION

It is recommended that the Board adopt the attached resolution authorizing the execution of an amendment to the lease agreement with Miami-Dade County Public Schools (District) for William Lehman Elementary School located within Sabal Chase Park. The resolution also modifies indemnification provisions related to Americans with Disability Act (ADA) and ADA Accessibility Guidelines, alters maintenance responsibilities and establishes permissions to issue all permits.

BACKGROUND

Sabal Chase Park, located at SW 109 Road and SW 113 Place, contains both park and school facilities. District construction of a school on park land was authorized by a lease agreement (Attachment 1) approved by the Board in 1993 through Resolution No. R-823-93 (Attachment 2), which also required that future changes to the school be subject to a Governmental Facility Hearing. The District, now needing to make changes to the facility, has completed the Hearing and has agreed to provisions that necessitate indemnifications for Miami-Dade County (County) against Americans with Disability Act violations and Americans with Disability Act Accessibility Guidelines requirements (Attachment 3). In return, the County has allowed the District to inspect and permit construction on County lands. These provisions are contained in an amended lease agreement, which is a companion item to the Governmental Facility Hearing.

Other terms and conditions of the lease remain unchanged, including a forty year lease term; District responsibility for utilities and maintenance of the school facility; and in the event the County intends to cancel the lease agreement in the public interest, and acquire and use the property for a County park purpose, it must give the District 150 days notice. In that event, the County shall pay the Miami-Dade County School Board the fair market value of the permanent improvements constructed on the site.

Attachments

Alex Muñoz
Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: March 6, 2007

FROM: Murray A. Greenberg, County Attorney

SUBJECT: Agenda Item No. 8(M)(1)(C)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 8(M)(1)(C)

03-06-07

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AMENDED LEASE AGREEMENT WITH MIAMI-DADE COUNTY PUBLIC SCHOOLS FOR WILLIAM LEHMAN ELEMENTARY SCHOOL, LOCATED WITHIN SABAL CHASE PARK; MODIFYING INDEMNIFICATION PROVISIONS RELATED TO AMERICANS WITH DISABILITY ACT AND AMERICANS WITH DISABILITY ACT ACCESSIBILITY GUIDELINES; ALTERING MAINTENANCE RESPONSIBILITIES; AND ESTABLISHING PERMISSIONS TO ISSUE ALL PERMITS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, the County owns Sabal Chase Park, a 12.32 acre neighborhood park serving the South Kendall area; and

WHEREAS, Miami-Dade County (County) and the School Board of Miami-Dade County (District) entered into a Lease Agreement, dated July 13, 1993 under Resolution R-823-93, that allowed the District to lease 8.11 acres of park land upon which William Lehman Elementary School was constructed, and provide for the joint use of the balance of the property for public programs and facility resources; and

WHEREAS, the District needs to modify the school facility to comply with new State laws and the lease agreement requires that County approval of these modifications be subject to a Governmental Facility Hearing; and

WHEREAS, the District has passed a Resolution (F-15) on June 28, 2006 authorizing such use modifications and agreeing to provisions of the Governmental Facility Hearing to indemnify the County from any and all claims associated with Americans with Disability Act (ADA) violations and Americans with Disability Act Accessibility Guidelines requirements (ADAAG); and

WHEREAS, the County has agreed to allow the District to provide inspections and permit construction activities; and

WHEREAS, the County and District have agreed to amend the lease agreement to address these and other provisions of the joint use of the site,

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the execution of a Lease Agreement amendment with Miami-Dade Public School Board for the use and maintenance of facilities in Sabal Chase Park, located at SW 114th Street and SW 113th Place, authorization to conduct inspections and permit construction; and indemnify the County for any and all ADA violations and ADAAG requirements; in substantially the form attached hereto on behalf of Miami-Dade County.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman
Barbara J. Jordan, Vice-Chairwoman

Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of March, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. DDC

Diamela del Castillo

AMENDED LEASE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2007, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "LESSOR", ~~and the PARK AND RECREATION DEPARTMENT, referred to herein as the "Department", acting as agents for the County,~~ and THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, hereinafter referred to as the "LESSEE".

WITNESSETH:

WHEREAS, in accordance with the provisions of the AGREEMENT FOR JOINT RECREATIONAL PROGRAM AND USE OF FACILITIES, ~~dated May 17, 1961,~~ by and between the parties hereto, which was approved by County Commission Resolution No. 6529~~, adopted May 2, 1961,~~ and School Board Action #25,038, ~~December 7, 1960,~~ and the AMENDMENT TO THE AGREEMENT FOR JOINT RECREATIONAL PROGRAM AND USE OF FACILITIES, ~~dated February 13, 1979,~~ by and between the parties hereto, ~~which was~~ approved by County Commission Resolution No. R-169-79~~, adopted February 13, 1979~~ and School Board Action #58,250, ~~adopted August 23, 1978,~~ the School Board has requested Miami-Dade County to make available 8.11 acres of ~~Park~~ lands in Section 7, Township 55 South, Range 40, East, Miami-Dade County, Florida, known as Sabal Chase Park, more particularly described in Exhibit "A", attached hereto and made a part hereof, for community education facilities~~,~~; and

WHEREAS, the Board of County Commissioners, pursuant to ~~by the adoption of~~ Resolution No. R-509-84 ~~on May 1, 1984~~, agreed to enter into a 40 year Lease Agreement with the School Board subject to compliance with Section 33-303 of the Code of Miami-Dade County, and the ~~Board~~ County Commission subsequently adopted Resolution No. R-1016-90 ~~on September 25, 1990~~, ~~which authorized~~authorizing the erection and construction of an ~~Elementary~~ elementary ~~School~~ school in

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

compliance with the provisions of said Section 33-303,~~:~~ and

WHEREAS, the Board of County Commissioners~~-~~, by the adoption of Resolution No. R-823-93 ~~at their meeting on July 13, 1993~~, approved a Lease Agreement to permit LESSEE to construct facilities and ~~make~~improvements upon the subject property for educational and recreational purposes only, subject to compliance with ~~the process specified at~~Section 33-303, Code of Miami-Dade County; and

WHEREAS, the parties entered into said Lease Agreement on July 13, 1993, and now wish to amend said Lease Agreement by entering into this successor Agreement; and

WHEREAS, the requirements of the Americans with Disabilities Act ("ADA") and the Americans with Disabilities Act Accessibility Guidelines ("ADAAG") apply equally to Miami-Dade County and the School Board of Miami-Dade County; and

WHEREAS, under Florida law, the LESSEE is charged with the primary responsibility for construction and inspection of all public educational facilities subject to its jurisdiction for compliance with the Florida Building Code [for Educational Facilities], incorporating ADAAG, and is authorized to issue building permits with respect thereto; and

WHEREAS, it is in the best interests of both parties to conserve resources and avoid duplication of effort by allowing the LESSEE to conduct building inspections and issue building permits for improvements and facilities constructed by the LESSEE on the subject property at Sabal Chase Park; and

WHEREAS, the original Lease Agreement provides for mutual indemnification by the parties from any and all claims, liability, losses, and causes of action, to the extent of the limitations included within section 768.28, Fla. Stat.; and

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

WHEREAS, the parties hereto find it appropriate for the LESSEE to further indemnify the LESSOR against any and all present and future claims arising under the ADA and/or ADAAG related to improvements or facilities constructed by the LESSEE on the subject property at Sabal Chase Park; and

WHEREAS, the parties also find it appropriate for the LESSEE to correct any existing ADA and/or ADAAG violations related to improvements or facilities constructed by the LESSEE on the subject property at Sabal Chase Park; and

WHEREAS, the School Board has authorized this Amended Lease Agreement in accordance with Board Item No.F-15 at its meeting on June 28, 2006,

NOW, THEREFORE, for and in consideration of the conditions and covenants hereinafter contained, the parties hereto agree to this Amended Lease Agreement as follows:

ARTICLE I
TERM

The LESSOR hereby leases and lets unto the LESSEE and the LESSEE hereby leases from the LESSOR the land described in Exhibit "A".

TO HAVE AND TO HOLD unto the said LESSEE for a term of forty (40) years from the July 13, 1993 date of Board of County Commissioners' Approval without rent for the use and occupancy of said demised premises, subject, however, to the conditions, covenants and agreements contained herein.

ARTICLE II
USE

The specific area of use by the LESSEE shall be limited to the area identified in Exhibit "A".

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

The said lands shall be utilized only as an Elementary School, and purposes incidental thereto, and for no other purposes. It is expressly provided that no portable classroom structures may be placed on the demised land without approval through compliance with ~~Chapter~~ Section 33-303, Miami-Dade County Code.

The LESSEE shall permit the public to use the outside premises for recreational and playground purposes and for no other purpose, when such use will not interfere with the LESSEE'S use of the same, in accordance with School Board policy.

The LESSEE may promulgate and enforce reasonable rules and regulations governing the use of said playground facilities by the public and establish reasonable hours for public use thereof during school hours.

The LESSEE shall neither commit nor permit any violations of the laws, rules and regulations of the SCHOOL BOARD, COUNTY, STATE or FEDERAL GOVERNMENT upon the demised premises.

Should a community organization or group desire to use the premises, such use shall be for no other purpose than those mentioned above and such organizations or groups shall first secure the approval in accordance with requirements as may be imposed by the said School Board of Miami-Dade County, Florida. At the end of each calendar year a report of usage by these organizations and groups will be furnished to the LESSOR's Director of the Park and Recreation Department.

The use of the area for carnivals, fairs, mechanical rides, midways, etc. is specifically prohibited.

ARTICLE III
JOINT USE AGREEMENT

It is understood and agreed by the parties hereto that the May 17, 1961, AGREEMENT FOR

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

JOINT RECREATION PROGRAM AND USE OF FACILITIES, noted above, and all Amendments and Supplemental Agreements thereto which have been or will be entered into between the parties hereto for the joint use of the demised lands, are made a part of this ~~lease~~ Agreement by reference.

It is further agreed that if there is any inconsistency or conflict between the AGREEMENT FOR JOINT RECREATIONAL PROGRAM AND USE OF FACILITIES and any of the terms of this ~~lease~~Agreement, the ~~lease~~ Agreement provisions will prevail.

The LESSEE will give the LESSOR first option for the use of classroom(s) and restrooms at the school on a space available basis for summer recreation programs.

It is further understood and agreed that the LESSEE may co-sponsor recreational activities with non-profit groups provided such activities comply with Article II of this Agreement.

ARTICLE IV
IMPROVEMENTS BY LESSEE

The LESSEE may make improvements and construct facilities upon the demised lands to utilize said lands for educational and recreational purposes. Such improvements are to be the sole cost and expense of the LESSEE: and, the master plan for such improvements must first be submitted for review and approval of the Park/School Task Force, approved by the Director of Parks and Recreation, and approved through the process specified by ~~Chapter~~ Section 33-303, Miami-Dade County Code, prior to construction.

The Lessee shall construct improvements in general accordance to Elementary School and ancillary facilities as shown on Exhibit "B". It is expressly provided that no additional temporary or permanent structures may be placed on the demised premises without approval through compliance with ~~Chapter~~ Section 33-303, Miami-Dade County Code.

The LESSEE shall be responsible for conducting all inspections of all improvements for

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compliance with the Florida Building Code and ADAAG. The LESSEE shall be responsible for issuing and for issuing all necessary permits. At the sole cost and expense of the LESSEE, the LESSEE shall correct any existing violations of the Florida Building Code or ADAAG on the specific area of use as designated in Article II of this Agreement.

Upon the expiration of this ~~Lease~~Agreement, all permanent improvements shall become the property of the LESSOR without any compensation due the LESSEE and the site shall be surrendered in good order and repair, except for reasonable wear and tear since the last necessary repair, replacement, restoration, made by the LESSEE pursuant to its obligation hereunder.

ARTICLE V
MAINTENANCE

The LESSEE shall keep and maintain the demised premises and all facilities and equipment it has placed thereon in a state of good repair, safe and clean condition at all times including but not limited to litter pick-up, pruning shrubs and ground cover plants, all tree maintenance, turf grass mowing, edging, plant material replacement and care of ground cover plant. The LESSEE shall dispose of all garbage and waste in accordance with Miami-Dade County Code.

ARTICLE VI
UTI LITIES

The LESSEE will, at its own expense, pay all utility charges arising out of its use of the demised premises including charges for trash and garbage pick up. The LESSOR shall pay all utility charges arising out of its use of the property including charges for trash and garbage pick up.

ARTICLE VII
INDEMNIFICATION

LESSEE shall indemnify and save harmless the LESSOR from any and all claims, liability,

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losses, and causes of action, to the extent of the limitations included within Florida Statutes, Section 768.28, and shall further indemnify and save harmless the LESSOR from any and all judgments in excess of the limitations of said Section 768.28 which are required to be paid by act of the State Legislature. In addition to the foregoing, the LESSEE shall indemnify and save harmless the LESSOR from any and all present and future claims, liability, losses, and causes of action arising under the Americans with Disabilities Act and/or due to violations of ADAAG requirements on facilities and/or improvements constructed by the LESSEE on the demised premises.

LESSOR shall indemnify and save harmless the LESSEE from any and all claims, liability, losses, and causes of action, to the extent of the limitations included within Florida Statues, Section 768.28, and shall further indemnify and save harmless the LESSEE from any and all judgments in excess of the limitations of said Section 768.28 which are required to be paid by act of the State Legislature.

ARTICLE VIII
ASSIGNMENT

The LESSEE shall not assign, transfer, or otherwise dispose of this ~~Lease~~ Agreement or the term hereof, or underlet the demised premises or any part thereof or permit the said demised premises to be occupied by other persons, firms or corporations, or governmental units without the written consent of the LESSOR first obtained in each case except as provided in Article II of this Agreement.

ARTICLE IX
ABANDONMENT, DEFAULT AND VIOLATION, CANCELLATION

This ~~Lease~~ Agreement shall automatically be cancelled and terminated without notice to LESSEE upon the occurrence of any of the following:

1) Abandonment of the demised property by the LESSEE for a continuous period of 90

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

days; exclusive of strikes, war, civil commotions, and acts of God;

2) The use of the property by the LESSEE for other than park, recreational, or elementary school purposes;

3) Assignment or subletting of the property without the prior written consent of the LESSOR.

If the LESSEE in any manner violates the covenants and conditions of this Agreement for other than the three above stated reasons and does not correct the violations within 30 days after receiving written notification of them from the LESSOR, or has not provided the LESSOR with a written response within 30 days after receiving said written notification indicating the status of why the LESSEE cannot correct the violation within the 30 days, the LESSEE'S resolution how to correct the violation, and a mutually acceptable schedule to correct the violation, then this Agreement shall terminate forthwith at the option of the LESSOR and upon ten (10) days written notice to LESSEE without payment or compensation.

Either party shall have the right to cancel this Agreement at any time by giving the other party written notice prior to its termination except as specified above. However, if the LESSOR shall be required to cancel this ~~Lease~~ Agreement in the public interest, and acquire the use and occupancy of the demised premises for a County purpose, then the LESSOR may cancel this Lease Agreement at any time during the term thereof upon one hundred and fifty (150) days written notice to the LESSEE. Then and in such event, the LESSOR shall pay to the LESSEE the fair and reasonable market value as of the date of such cancellation for all permanent improvements constructed upon the demised premises by the LESSEE during the term of this ~~lease~~ Agreement and the said value shall be determined in the following manner:

The value of the permanent improvements or structures as determined by two competent appraisers, one each who shall be selected and paid by the LESSEE and LESSOR and both of whom shall be members of the American Institute of Real Estate Appraisers, shall be paid by the LESSOR to the LESSEE as liquidated damages. If the difference in the valuations of the two appraisers is ten percent (10%) or less, the value of the aforesaid improvements shall be the average of the two

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valuations. If there is a difference of over ten percent (10%) in the valuations fixed by the appraisers, the two appraisers shall select a third appraiser, who shall be a member at the American Institute of Real Estate Appraisers, and whose fee shall be paid jointly by the LESSOR and LESSEE as to improvements made by the LESSEE. It is understood and agreed that the third appraiser's determination as to fair and reasonable market value shall be binding upon all the parties.

In the event of termination or cancellation of this Agreement as herein provided, the LESSEE shall forthwith remove all its property, failing in which the LESSOR'S Park and Recreation Department shall have the right to store or provide for storage of the LESSEE'S property at the LESSEE'S expense or to dispose of such property in accordance with the law.

ARTICLE X
NO LIABILITY FOR PROPERTY

The LESSOR and LESSEE agree to insure or self insure their respective interest in real and personal property, to the extent each deems necessary or appropriate and hereby mutually waive all rights to recovery for loss or damage by any means and waive all rights to recovery for loss or damage of such property by any cause whatsoever. The LESSOR and LESSEE hereby waive all rights of subrogation under any policy or policies they may carry, or on property placed or moved on the premises.

ARTICLE XI
LESSOR'S RIGHT OF ENTRY

Subject to the provisions of the Jessica Lunsford Act, the LESSOR, or any of its agents, shall have the right to enter said premises during all reasonable working hours to examine the same upon reasonable notice to the school administrator.

ARTICLE XII
NOTICES

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

All notices given under this ~~Lease~~ Agreement shall be in writing and delivered by either certified or registered mail. Notice shall be effectively served when ~~addressed~~ mailed as follows:

To the LESSEE: Superintendent of Schools
Miami-Dade County Public Schools
1450 N.E. 2nd Avenue, Room 912
Miami, Florida 33132

With a copy to: Miami-Dade County Public Schools
Administrative Director, Facility Planning
1450 NE 2 Avenue, Suite 525
Miami, FL 33132

To the LESSOR: County Manager
Stephen P. Clark Center
111 N.W. 1st Street, 29th Floor
Miami, Florida 33128

With a copy to:
Director
Miami-Dade County Park & Recreation Department
275 NW 2 Street, 5 Floor
Miami, FL 33128

ARTICLE XIII
SPECIAL ASSESSMENTS OR TAXING DISTRICT

Charges, if any, levied against the demised property by any Special Assessment or Taxing District shall be paid by the LESSEE during each year of its occupancy.

ARTICLE XIV
NONDISCRIMINATION

The Board of County Commissioners declared and established as a matter of policy that there shall be no discrimination based on disability, sex, age, religion, race, color, creed or national origin in connection with any County property or facilities operated or maintained under lease, license, or other agreement from Dade County or its agencies. The Lessee agrees to conform to this policy in its use of

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the premises.

ARTICLE XV
PEACEFUL POSSESSION

Subject to the terms, conditions, and covenants of this ~~Lease~~Agreement, LESSOR agrees that LESSEE shall and may peaceably have, hold and enjoy the premises above described, without hindrance of molestation by LESSOR. At the expiration of this ~~Lease~~Agreement, LESSEE shall, without demand, quietly and peaceably deliver up possession of the demised premises in as good condition as they are now, except for normal wear and tear, or decay and damage by the elements, or other Acts of God.

ARTICLE XVI
ADDITIONAL PROVISIONS

This Lease shall extend to and be binding upon the successors and assigns of the parties hereto. It is understood that unless waived by the LESSOR, 1.5% of the cost of building improvements and construction must be donated to art as approved through the Art-in-Public-Places Program, Chapter 2.11.15, Miami-Dade County Code.

This 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 litigation between the Parties under this Agreement, each Party will pay for its own attorney's fees and court costs through trial and all appeals.

ARTICLE XVII
OPTION TO RENEW

If the LESSEE has shown definite progress in the development of programs, and physical improvements by the expiration of this ~~Lease~~Agreement, and if the LESSEE is not in default in performance of the covenants set forth in this ~~Lease~~Agreement, the LESSOR shall have the right, and

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option to renew this Lease under the same terms and conditions set forth herein, for two (2) additional terms of five (5) years each from the expiration of the original term or any renewal hereof.

ARTICLE VIII
COMPLIANCE WITH FEDERAL STATE, AND LOCAL LAWS

All parties hereby agree that they shall comply with all applicable laws, ordinances and codes of Federal, State and Local Governments, including the Americans with Disabilities Act, as they apply to this ~~Lease~~ Agreement.

ARTICLE XIX
WRITTEN AGREEMENT

This ~~Lease~~ Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto and it may be modified only by an agreement in writing signed and sealed by LESSOR and LESSEE.

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

_____The LESSEE and LESSOR have caused this Amended Lease Agreement to be executed by their respective and duly authorized officers the day and year first hereinabove written.

THE SCHOOL BOARD OF
MIAMI-DADE COUNTY, FLORIDA

_____

Superintendent of Schools

MIAMI-DADE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

_____

County Manager

ATTEST:

_____

Deputy Clerk

Approved as to form:

_____

School Board Attorney

Approved as to form:

_____

County Attorney

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

EXHIBIT "A"

Legal Description for Sabal Chase School Site

A portion of land lying in the Northwest + of Section 7, Township 55 South, Range 40 East, being more particularly described as follows:

COMMENCE at the Southeast Corner of the Northwest + of said Section 7; thence run North 49° 33' 56" West for 1391.89 feet to a point of intersection with the centerline of S.W. 113th Place as shown on SABAL CHASE SECTION ONE, according to the Plat thereof, as recorded in Plat Book 100, Page 23 of the Public Records of Dade County, Florida; thence run North 45° 40' 59" West for 32.02 feet to the POINT OF BEGINNING of the herein described parcel of land; thence run South 42° 07' 40" West along the northwesterly right-of-way line of said SW. 113th Place, for 99.16 feet to a point of curvature of a curve concave southeasterly, having a radius of 332.00 feet and a chord bearing of South 21° 38' 24" West; thence run southwesterly along the arc of said curve for 237.43 feet through a central angle of 40° 58' 32" to the northeast corner of Tract "CC of said SABAL CHASE SECTION ONE; thence run North 78° 05' 53" West along the northerly line of said Tract "CC" for 254.89 feet to the northeasterly corner of Tract "RH" of SABAL CHASE SECTION THREE, according to the Plat thereof, as recorded in Plat Book 100, Page 89 of the Public Records of Dade County, Florida; thence run North 70° 19' 57 West along the northeasterly line of said Tract "RH" for 57.78 feet to the easternmost corner of Tract "GG" of said SABAL CHASE SECTION THREE;• thence run North 50° 34' 18" west along the northeasterly line of said Tract "GG" for 418.65 feet to the southeasterly right-of-way line of S.W. 109th Road as shown on said SABAL CHASE SECTION THREE, said point being a point of intersection with a curve concave northwesterly, having' a radius of 532.00 feet and a chord bearing of North 26° 04' 46" East; thence run northeasterly along the arc of said curve for 207.88 feet through a central angle of 22° 23' 19" to a point of tangency; thence run North 14° 53' 07" East along said southeasterly right-of-way line of S.W. 109th Road for 158.00 feet to a point of curvature of a curve concave southeasterly, having a radius of 343.00 feet and a chord bearing of North 30° 10' 54" East; thence run northeasterly along the arc of said curve for 183.14 feet through a central angle of 30° 35' 35" to a point of tangency; thence run North 45° 28' 42" East along said southeasterly right-of-way line of S.W. 109th Road, for 0.65 feet; thence run South 45° 40' 59" East for 348.00 feet; thence run North 44° 19' 01" East for 140.00 feet; thence run South 45° 40' 59" East for 70.00 feet; thence run South 21° 07'06" West for 152.32 feet thence run South 45° 40' 59 East for 299.90 to a point of intersection with said northwesterly right-of-way line of SW. 113th Place, said point being the POINT OF BEGINNING.

All lying and being in Dade County, Florida and containing 353,380 square feet or 8.11 acres more or less.

Exhibit "B"
School Site

Words ~~stricken~~ through shall be deleted. Words underscored constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

3(A)2
7-13-93
R-823-93

LEASE AGREEMENT

THIS AGREEMENT made and entered into this 13 day of July, 1993 by and between DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "LESSOR", and the PARK AND RECREATION DEPARTMENT, referred to herein as the "Department", acting as agents for the County, and THE SCHOOL BOARD OF DADE COUNTY, FLORIDA, hereinafter referred to as the "LESSEE".

WITNESSETH:

WHEREAS, in accordance with the provisions of the AGREEMENT FOR JOINT RECREATIONAL PROGRAM AND USE OF FACILITIES, dated May 17, 1961, by and between the parties hereto, which was approved by County Commission Resolution No. 6529, adopted May 2, 1961, and School Board Action #25,038, December 7, 1960, and the AMENDMENT TO THE AGREEMENT FOR JOINT RECREATIONAL PROGRAM AND USE OF FACILITIES, dated February 13, 1979, by and between the parties hereto, which was approved by County Commission Resolution No. R-169-79, adopted February 13, 1979 and School Action #58,250, adopted August 23, 1978, the School Board has requested Dade County to make available 8.11 acres of Park lands in Section 7, Township 55 South, Range 40, East, Dade County, Florida, known as Sabal Chase Park, more particularly described in Exhibit "A", attached hereto and made a part hereof, for community education facilities: and

WHEREAS, the Board of County Commissioners by the adoption of Resolution No. R-509-84 on May 1, 1984, agreed to enter into a 40 year Lease Agreement with the School Board subject to compliance with Section 33-303 of the Code of Metropolitan Dade County and the Board subsequently adopted Resolution No. R-1016-90 on September 25, 1990, which authorized the erection and construction of an Elementary School in compliance with the provisions of said Section 33-303: and

WHEREAS, the Board of County Commissioners by the adoption of Resolution No. R-823-93 at their meeting on 7-13-93, approved this Lease Agreement, and

WHEREAS, the School Board has authorized the lease of said lands in accordance with Board Item No._____ at their meeting on _____.

NOW, THEREFORE, for and in consideration of the conditions and covenants hereinafter contained, the parties hereto agree as follows:

ARTICLE I

TERM

The LESSOR hereby leases and lets unto the LESSEE and the LESSEE hereby leases from the LESSOR the land described in Exhibit "A".

TO HAVE AND TO HOLD unto the said LESSEE for a term of forty (40) years from the date of Board of County Commissioners' Approval without rent for the use and occupancy of said demised premises, subject, however, to the conditions, covenants and agreements contained herein.

ARTICLE II

USE

The specific area of use by the LESSEE shall be limited to the area identified in Exhibit "A". The said lands shall be utilized only as an Elementary School, and purposes incidental thereto, and for no other purposes. It is expressly provided that no portable classroom structures may be placed on the demised land without approval through compliance with Chapter 33-303, Dade County Code.

The LESSEE shall permit the public to use the outside premises for recreational and playground purposes and for no other purpose, when such use will not interfere with the LESSEE'S use of the same, in accordance with School Board policy.

The LESSEE may promulgate and enforce reasonable rules and regulations governing the use of said playground facilities by the public and establish reasonable hours for public use thereof during school hours.

The LESSEE shall neither commit nor permit any violations of the laws, rules and regulations of the SCHOOL BOARD, COUNTY, STATE or FEDERAL GOVERNMENT upon the demised premises.

Should a community organization or group desire to use the premises, such use shall be for no other purpose than those mentioned above and such organizations or groups shall first secure the approval in accordance with requirements as may be imposed by the said School Board of Dade County, Florida. At the end of each calendar year a report of usage by these organizations and groups will be furnished to the Director of the Park and Recreation Department.

The use of the area for carnivals, fairs, mechanical rides, midways, etc. is specifically prohibited.

ARTICLE III

JOINT USE AGREEMENT

It is understood and agreed by the parties hereto that the May 17, 1961, AGREEMENT FOR JOINT RECREATION PROGRAM AND USE OF FACILITIES, noted above, and all Amendments and Supplemental Agreements thereto which have been or will be entered into between the parties hereto for the joint use of the demised lands, are made a part of this lease by reference.

It is further agreed that if there is any inconsistency or conflict between the AGREEMENT FOR JOINT RECREATIONAL PROGRAM AND USE OF FACILITIES and any of the terms of this lease, the lease provisions will prevail.

The LESSEE will give the LESSOR first option for the use of classroom(s) and restrooms at the school on a space available basis for summer recreation programs.

It is further understood and agreed that the LESSEE may co-sponsor recreational activities with non-profit groups provided such activities comply with Article II of this Agreement.

ARTICLE IV

IMPROVEMENTS BY LESSEE

The LESSEE may make improvements and construct facilities upon the demised lands to utilize said lands for educational and recreational purposes. Such improvements are to be the sole cost and expense of the LESSEE: and, the master plan for such improvements must first be submitted for review and approval of the Park/School Task Force, approved by the Director of Parks and Recreation, and approved through the process specified by Chapter 33-303, Dade County Code, prior to construction.

The Lessee shall construct improvements in general accordance to Elementary School and ancillary facilities as shown on Exhibit "B". It is expressly provided that no additional temporary or permanent structures may be placed on the demised premises without approval through compliance with Chapter 33-303, Dade County Code.

Upon the expiration of this Lease, all permanent improvements shall become the property of the LESSOR without any compensation due the LESSEE and the site shall be surrendered in good order and repair, except for reasonable wear and tear since the last necessary repair, replacement, restoration, made by the LESSEE pursuant to its obligation hereunder.

ARTICLE V

MAINTENANCE

The LESSEE shall keep and maintain the demised premises and all facilities and equipment it has placed thereon in a state of good repair, safe and clean condition

at all times including but not limited to litter pick-up, pruning shrubs and ground cover plants, all tree maintenance, turf grass mowing, edging, plant material replacement and care of ground cover plant. The LESSEE shall dispose of all garbage and waste in accordance with Dade County Code.

ARTICLE VI

UTILITIES

The LESSEE will, at its own expense, pay all utility charges arising out of its use of the demised premises including charges for trash and garbage pick up. The LESSOR shall pay all utility charges arising out of its use of the property including charges for trash and garbage pick up.

ARTICLE VII

INDEMNIFICATION

LESSEE shall indemnify and save harmless the LESSOR from any and all claims, liability, losses, and causes of action, to the extent of the limitations included within Florida Statutes, Section 768.28, and shall further indemnify and save harmless the LESSOR from any and all judgments in excess of the limitations of said Section 768.28 which are required to be paid by act of the State Legislature.

LESSOR shall indemnify and save harmless the LESSEE from any and all claims, liability, losses, and causes of action, to the extent of the limitations included within Florida Statues, Section 768.28, and shall further indemnify and save harmless the LESSEE from any and all judgments in excess of the limitations of said Section 768.28 which are required to be paid by act of the State Legislature.

ARTICLE VIII

ASSIGNMENT

The LESSEE shall not assign, transfer, or otherwise dispose of this Lease or the term hereof, or underlet the demised premises or any part thereof or permit the said demised premises to be occupied by other persons, firms or corporations, or governmental units without the written consent of the LESSOR first obtained in each case except as provided in Article II of this Agreement.

ARTICLE IX

ABANDONMENT, DEFAULT AND VIOLATION, CANCELLATION

This Lease shall automatically be cancelled and terminated without notice to LESSEE upon the occurrence of any of the following:

1) Abandonment of the demised property by the LESSEE for a continuous period of 90 days; exclusive of strikes, war, civil commotions, and acts of God;
2) The use of the property by the LESSEE for other than park, recreational, or elementary school purposes;
3) Assignment or subletting of the property without the prior written consent of the LESSOR.

If the LESSEE in any manner violates the covenants and conditions of this Agreement for other than the three above stated reasons and does not correct the violations within 30 days after receiving written notification of them from the LESSOR, or has not provided the LESSOR with a written response within 30 days after receiving said written notification indicating the status of why the LESSEE cannot correct the violation within the 30 days, the LESSEE'S resolution how to correct the violation, and a mutually acceptable schedule to correct the violation, then this

Agreement shall terminate forthwith at the option of the LESSOR and upon ten (10) days written notice to LESSEE without payment or compensation.

Either party shall have the right to cancel this Agreement at any time by giving the other party written notice prior to its termination except as specified above. However, if the LESSOR shall be required to cancel this Lease Agreement in the public interest, and acquire the use and occupancy of the demised premises for a County purpose, then the LESSOR may cancel this Lease Agreement at any time during the term thereof upon one hundred and fifty (150) days written notice to the LESSEE. Then and in such event, the LESSOR shall pay to the LESSEE the fair and reasonable market value as of the date of such cancellation for all permanent improvements constructed upon the demised premises by the LESSEE during the term of this lease and the said value shall be determined in the following manner:

The value of the permanent improvements or structures as determined by two competent appraisers, one each who shall be selected and paid by the LESSEE and LESSOR and both of whom shall be members of the American Institute of Real Estate Appraisers, shall be paid by the LESSOR to the LESSEE as liquidated damages. If the difference in the valuations of the two appraisers is ten percent (10%) or less the value of the aforesaid improvements shall be the average of the two valuations. If there is a difference of over ten percent (10%) in the valuations fixed by the appraisers, the two appraisers shall select a third appraiser, who shall be a member of the American Institute of Real Estate Appraisers, and whose fee shall be paid jointly by the LESSOR and LESSEE as to improvements made by the LESSEE. It is understood and agreed that the third appraiser's determination as to fair and reasonable market value shall be binding upon all the parties.

In the event of termination or cancellation of this Agreement as herein provided, the LESSEE shall forthwith remove all its property, failing in which the Department shall have the right to store or provide for storage of the LESSEE'S

property at the LESSEE'S expense or to dispose of such property in accordance with the law.

ARTICLE X

NO LIABILITY FOR PROPERTY

The LESSOR and LESSEE agree to insure or self insure their respective interest in real and personal property to the extent each deems necessary or appropriate and hereby mutually waive all rights to recovery for loss or damage by any means and waive all rights to recovery for loss or damage of such property by any cause whatsoever. The LESSOR and LESSEE hereby waive all rights of subrogation under any policy or policies they may carry, or on property placed or moved on the premises.

ARTICLE XI

LESSOR'S RIGHT OF ENTRY

The LESSOR, or any of its agents, shall have the right to enter said premises during all reasonable working hours to examine the same upon reasonable notice to the school administrator.

ARTICLE XII

NOTICES

All notices given under this Lease shall be in writing and delivered by either certified or registered mail. Notice shall be effectively served when addressed:

To the LESSEE:
Superintendent
Dade County Public Schools
1450 N.E. 2nd Avenue
Miami, Florida 33132

To the LESSOR:
County Manager
Metro-Dade Center
29th Floor
111 N.W. 1st Street
Miami, Florida 33128

With a copy to:
Dade County Public Schools
Site Planning & Governmental Liaison Department
Attn: Director
1444 Biscayne Blvd., Suite 302
Miami, FL 33132

Dade County Park & Recreation Department
Attn: Director
50 S.W. 32 Road
Miami, FL 33129

ARTICLE XIII

SPECIAL ASSESSMENTS OR TAXING DISTRICT

Charges, if any, levied against the demised property by any Special Assessment or Taxing District shall be paid by the LESSEE during each year of its occupancy.

ARTICLE XIV

NONDISCRIMINATION

The Board of County Commissioners declared and established as a matter of policy that there shall be no discrimination based on disability, sex, age, religion,

race, color, creed or national origin in connection with any County property or facilities operated or maintained under lease, license, or other agreement from Dade County or its agencies. The Lessee agrees to conform to this policy in its use of the premises.

ARTICLE XV

PEACEFUL POSSESSION

Subject to the terms, conditions, and covenants of this Lease, LESSOR agrees that LESSEE shall and may peaceably have, hold and enjoy the premises above described, without hindrance of molestation by LESSOR. At the expiration of this Lease, LESSEE shall, without demand, quietly and peaceably deliver up possession of the demised premises in as good condition as they are now, except for normal wear and tear, or decay and damage by the elements, or other Acts of God.

ARTICLE XVI

ADDITIONAL PROVISIONS

This Lease shall extend to and be binding upon the successors and assigns of the parties hereto.

It is understood that unless waived by the LESSOR, 1.5% of the cost of building improvements and construction must be donated to art as approved through the Art-in-Public-Places Program, Chapter 2.11.15, Dade County Code.

ARTICLE XVII

OPTION TO RENEW

If the LESSEE has shown definite progress in the development of programs, and physical improvements by the expiration of this Lease, and if the LESSEE is not in default in performance of the covenants set forth in this Lease, the LESSOR shall

have the right, and option to renew this Lease under the same terms and conditions set forth herein, for two (2) additional terms of five (5) years each from the expiration of the original term or any renewal hereof.

ARTICLE VIII

COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

All parties hereby agree that they shall comply with all applicable laws, ordinances and codes of Federal, State and Local Governments, including the Americans with Disabilities Act, as they apply to this Lease Agreement.

ARTICLE XIX

WRITTEN AGREEMENT

This Lease contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by an agreement in writing signed and sealed by LESSOR and LESSEE.

IN WITNESS WHEREOF, the LESSOR and LESSEE have caused this Lease Agreement to be executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

Octavio J. Visiedo
Secretary

THE SCHOOL BOARD OF
DADE COUNTY, FLORIDA

Janet R. McAliley
Chairman

Seal

ATTEST:

Deputy Clerk

DADE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

for Joaquin G. Aviñó, P.E., P.L.S.
County Manager

Approved by School Board Attorney

5/19/93

Approved by County Attorney

This instrument was prepared by:
Martin A. Washington
Dade County Park & Recreation
Department
50 S.W. 32nd Road
Miami, FL 33129

EXHIBIT "A"

Legal Description For Sabal Chase School Site

A portion of land lying in the Northwest ¼ of Section 7, Township 55 South, Range 40 East, being more particularly described as follows:

COMMENCE at the Southeast Corner of the Northwest ¼ of said Section 7; thence run North 49° 33' 56" West for 1391.89 feet to a point of intersection with the centerline of S.W. 113th Place as shown on SABAL CHASE SECTION ONE, according to the Plat thereof, as recorded in Plat Book 100, Page 23 of the Public Records of Dade County, Florida; thence run North 45° 40' 59" West for 32.02 feet to the POINT OF BEGINNING of the herein described parcel of land; thence run South 42° 07' 40" West along the northwesterly right-of-way line of said S.W. 113th Place, for 99.16 feet to a point of curvature of a curve concave southeasterly, having a radius of 332.00 feet and a chord bearing of South 21° 38' 24" West; thence run southwesterly along the arc of said curve for 237.43 feet through a central angle of 40° 58' 32" to the northeast corner of Tract "CC" of said SABAL CHASE SECTION ONE; thence run North 78° 05' 53" West along the northerly line of said Tract "CC" for 254.89 feet to the northeasterly corner of Tract "HH" of SABAL CHASE SECTION THREE, according to the Plat thereof, as recorded in Plat Book 100, Page 89 of the Public Records of Dade County, Florida; thence run North 70° 19' 57" West along the northeasterly line of said Tract "HH" for 57.78 feet to the easternmost corner of Tract "GG" of said SABAL CHASE SECTION THREE; thence run North 50° 34' 18" West along the northeasterly line of said Tract "GG" for 418.65 feet to the southeasterly right-of-way line of S.W. 109th Road as shown on said SABAL CHASE SECTION THREE, said point being a point of intersection with a curve concave northwesterly, having a radius of 532.00 feet and a chord bearing of North 26° 04' 46" East; thence run northeasterly along the arc of said curve for 207.88 feet through a central angle of 22° 23' 19" to a point of tangency; thence run North 14° 53' 07" East along said southeasterly right-of-way line of S.W. 109th Road for 158.00 feet to a point of curvature of a curve concave southeasterly, having a radius of 343.00 feet and a chord bearing of North 30° 10' 54" East; thence run northeasterly along the arc of said curve for 183.14 feet through a central angle of 30° 35' 35" to a point of tangency; thence run North 45° 28' 42" East along said southeasterly right-of-way line of S.W. 109th Road, for 0.65 feet; thence run South 45° 40' 59" East for 348.00 feet; thence run North 44° 19' 01" East for 140.00 feet; thence run South 45° 40' 59" East for 70.00 feet; thence run South 21° 07' 06" West for 152.32 feet; thence run South 45° 40' 59" East for 299.90 to a point of intersection with said northwesterly right-of-way line of S.W. 113th Place, said point being the POINT OF BEGINNING.

All lying and being in Dade County, Florida and containing 353,380 square feet or 8.11 acres more or less.

Agenda Item No. 3(A)(71)
7-13-93

RESOLUTION NO. R-823-93

RESOLUTION AUTHORIZING EXECUTION OF LEASE AGREEMENT WITH THE SCHOOL BOARD OF DADE COUNTY, FLORIDA, FOR A PORTION OF SABAL CHASE PARK, FOR THE CONSTRUCTION OF AN ELEMENTARY SCHOOL; AND AUTHORIZING COUNTY MANAGER TO EXERCISE RENEWAL AND CANCELLATION PROVISIONS CONTAINED HEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA, that this Board approves the Lease Agreement between Dade County and the School Board of Dade County, Florida, for a portion of Sabal Chase Park, for the construction of an Elementary School, in substantially the form attached hereto and made a part hereof; and authorizes the County Manager to execute same for and on behalf of Dade County; and to exercise the renewal and cancellation provisions contained herein.

The foregoing resolution was offered by Commissioner Alexander Penelas, who moved its adoption. The motion was seconded by Commissioner Sherman S. Winn and upon being put to a vote, the vote was as follows:

James Burke	aye	Miguel Diaz de la Portilla	absent
Betty T. Ferguson	aye	Maurice A. Ferre	aye
Larry Hawkins	aye	Bruce Keplan	aye
Natacha S. Millan	aye	Dennis C. Moss	aye
Alexander Penelas	aye	Pedro Reboredo	aye
Javier D. Souto	aye	Sherman S. Winn	aye

Arthur E. Teele, Jr. aye

The Chairperson thereupon declared the resolution duly passed and adopted this 13th day of July, 1993.

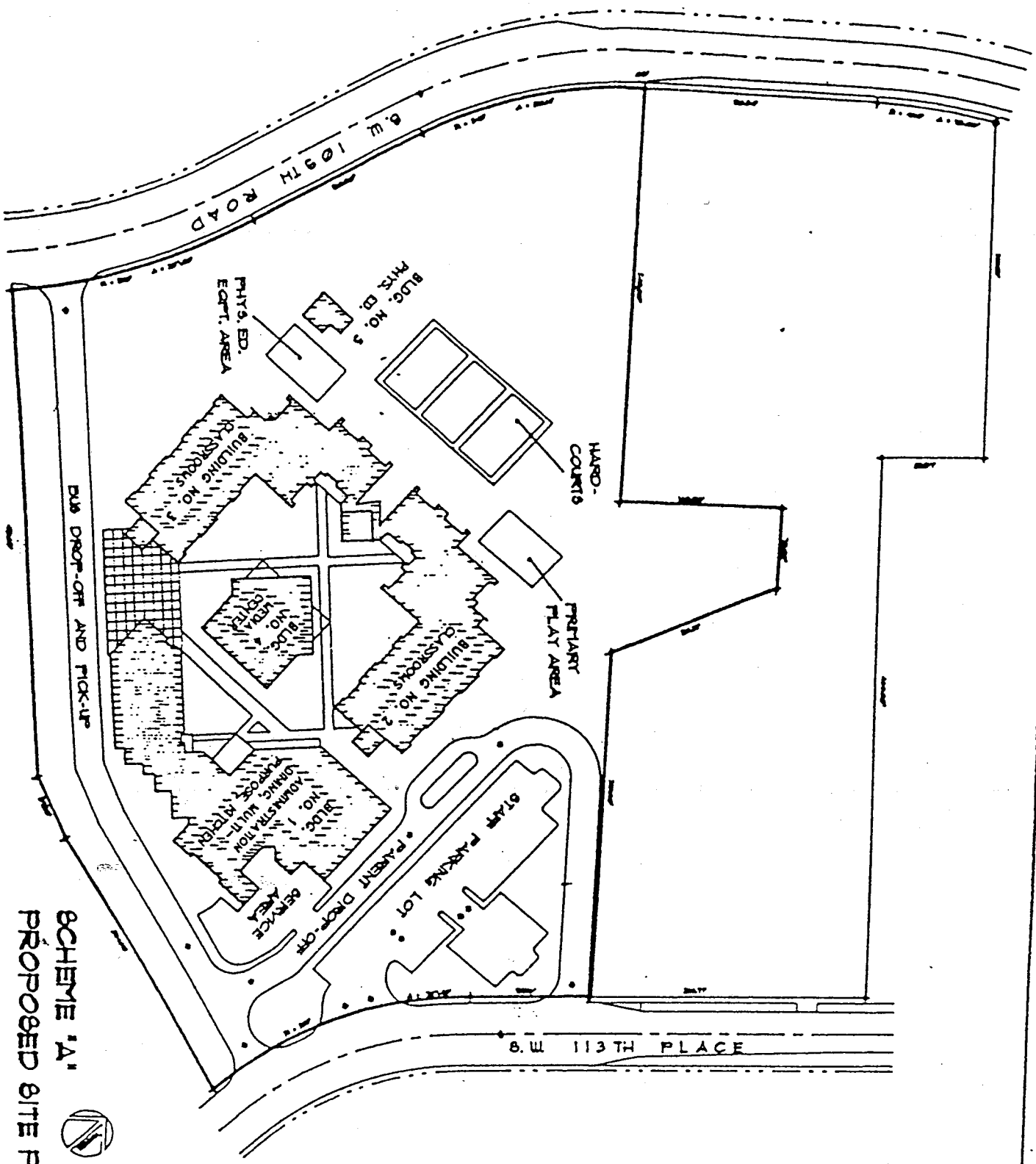
DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: WILLIAM G. OLIVER
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

EXHIBIT "B"



SCHEME "A"
PROPOSED SITE PLAN

36

PROPOSED SITE PLAN

SHRUM ALT

Office of Superintendent of Schools
Board Meeting of July 12, 2006

June 28, 2006

Office of School Facilities
Rose Diamond, Chief Facilities Officer

SUBJECT: **AUTHORIZE THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE A LEASE AMENDMENT WITH MIAMI-DADE COUNTY, FOR THE LAND TO SITE WILLIAM LEHMAN ELEMENTARY SCHOOL, LOCATED AT 10990 SW 113 PLACE**

COMMITTEE: **FACILITIES AND CONSTRUCTION REFORM**

Background Information
Since September 1999, the Board has leased 8.11 acres of land from Miami-Dade County (County) to site William Lehman Elementary School (School). The District constructed the school, at its sole cost and expense, and has total responsibility for the operation and maintenance of the facility. The lease expressly provides that no additional temporary or permanent structures may be placed on the demised premises without approval through compliance with Chapter 33-303, of the County Code, which requires review by a number of County agencies as part of a Government Facilities Hearing.

Additional Information
As part of the District's capital construction program, it has been determined that a need exists at this location for a 242-seat modular classroom addition. A request was made to the County to allow this addition, which was approved, subject to compliance with requirements generated as a result of a Government Facilities Hearing.

The Government Facilities Hearing has been completed, and staff has, or is in the process of, complying with all requirements. Among these, is a request from the County Attorney's Office to amend the lease agreement to address issues related to the Americans with Disabilities Act (ADA) and Americans with Disabilities Act Accessibility Guidelines (ADAAG). Specifically, the District will indemnify and save harmless the County from any and all claims, liability, losses, and causes of action arising under ADA and/or due to violations of ADAAG requirements on facilities and/or improvements constructed by the District at the School. In addition, the District will be required to correct any existing violations of the Florida Building Code or ADAAG within the School.

The Department of Facilities ADA Compliance has advised that approximately $500,000 will be required to correct those outstanding ADA issues noted in a recent survey of the School. This work is slated to be completed by the District during fiscal year 2014-15. In addition, the County has notified the District that it

believes an additional approximate $400,000 will be required to complete all outstanding ADA compliance issues (for a total of approximately $900,000). It is anticipated that, as part of the construction of the new modular facility, additional funds will be made available to complete a substantial portion of the outstanding ADA compliance issues.

The proposed amendment will include, substantially, the following terms:

- the District will be responsible for conducting all inspections of the modular classroom addition in compliance with the Florida Building Code and ADAAG, and issuing all necessary permits. The District shall correct any existing violations of the Florida Building Code or ADAAG within the demised area; and

- the Board shall indemnify and save harmless the County from any and all claims, liability, losses, and causes of action arising under ADA and/or due to violations of ADAAG requirements on facilities and/or improvements constructed by the District at the School.

The proposed language has been reviewed and approved by the School Board Attorney's Office.

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

- a forty year lease term;

- the District has all responsibility for utilities, and maintenance of the facility; and

- in the event the County intends to cancel the lease agreement in the public interest, and acquire and use the property for a County purpose, it must give the District 150 days notice. In that event, the County shall pay the Board the fair market value of the permanent improvements constructed on the site.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the Superintendent to finalize negotiations and execute a lease amendment with Miami-Dade County, for the land to site William Lehman Elementary School, to indemnify and save harmless the County from any and all claims, liability, losses, and causes of action arising under ADA and/or due to violations of ADAAG requirements on facilities and/or improvements constructed by the District at the School. All other terms and conditions of the lease agreement will remain unchanged.

MAL:scj