OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Agenda Item No. 8(H)(2)

Date: April 2, 2013

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution authorizing the amendment of a lease agreement with the School Board of Miami-Dade County at Arcola Lakes Park, located at 1301 NW 83rd Street, and authorizing the County Mayor or the County Mayor's designee to execute amendment to lease agreement.

Resolution No.R-234-13

Recommendation
It is recommended that the Board of County Commissioners (Board) adopt the attached resolution authorizing the amendment to the lease agreement (Attachment A) for Arcola Lakes Park.

Scope
Arcola Lakes Park is located at 1301 NW 83 Street. The park includes land leased from the School Board of Miami-Dade County (School Board).

Fiscal Impact/Funding Source
Approval of this resolution will have no fiscal impact to Miami-Dade County.

Track Record/Monitor
John Bowers, Property Management Supervisor, from the Property Management Section of the Parks, Recreation and Open Spaces Department (PROS) will ensure completion of the lease amendment document, its recording, and delivery to the Clerk of the Board.

Delegation of Authority
This item authorizes the County Mayor or the County Mayor's designee to execute same for and on behalf of Miami-Dade County; and authorizes the County Mayor or County Mayor's designee to exercise any and all other rights conferred therein,

Background
Miami-Dade County and the School Board entered into a Lease Agreement (Attachment B) for the use of land owned by the School Board located adjacent to Arcola Lakes Park, which was approved by Miami-Dade Resolution No. R-179-76 on February 17, 1976. In December 12, 2005 a lease renewal (Attachment C) was provided by the School District which extended the term of the Lease Agreement period from January 1, 2006 to December 31, 2036.

/

PROS is building a new senior center building at Arcola Lakes Park on land owned by the County that requires service by a sanitary sewer force main through land leased from the School District. WASD will provide service to the building in exchange for the School District providing an easement for its service line leading to the building.

Lisa M. Martinez
Senior Advisor, Office of the Mayor

Attachments

MEMORANDUM
(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: April 2, 2013

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(H)(2)

Please note any items checked.

_____ **"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**

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

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(H)(2)
4-2-13

RESOLUTION NO. R-234-13

RESOLUTION APPROVING AN AMENDMENT TO LEASE AGREEMENT WITH THE SCHOOL BOARD OF MIAMI-DADE COUNTY FOR PROPERTY TO BE USED BY THE PARKS, RECREATION AND OPEN SPACES DEPARTMENT AS A COMMUNITY RECREATION FACILITY LOCATED ADJACENT TO ARCOLA LAKES PARK AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SUCH AGREEMENT

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

WHEREAS, Miami-Dade County (the "County") and the School Board of Miami-Dade County (the "School Board") entered into a Lease Agreement for the use of land owned by the School Board located adjacent to Arcola Lakes Park, which was approved by the Board of County Commissioners in Resolution No. R-179-76 on February 17, 1976 (Attachment B); and

WHEREAS, the term of the Lease Agreement has been renewed for the period commencing January 1, 2006, and ending December 31, 2036 (Attachment C); and

WHEREAS, the County is adding a senior center to Arcola Lakes Park requiring service by a new sanitary sewer force main to be located on land owned by the School Board; and

WHEREAS, the County and School Board are desirous of amending certain terms and conditions of the Lease Agreement as more specifically set forth in the Amendment to Lease Agreement (Attachment A),

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Amendment to Lease Agreement between The School Board of Miami-Dade County and Miami-Dade County in substantially the form attached hereto and made a part thereof, for the premises to be used as a Community Recreation Facility, and authorizes the County Mayor to take appropriate actions to accomplish same; and authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County, upon approval by the County Attorney's Office.

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

Rebeca Sosa, Chairwoman			**aye**
Lynda Bell, Vice Chair			**aye**
Bruno A. Barreiro	**absent**	Esteban L. Bovo, Jr.	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**aye**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**absent**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of April, 2013. 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: Christopher Agrippa
Deputy Clerk

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

Miguel A. Gonzalez

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT ("Amendment") is made and entered into this _____ day of _____, 2013, by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic (hereinafter called the "LESSOR"), and MIAMI-DADE COUNTY, a political subdivision of the State of Florida (hereinafter called "LESSEE").

WITNESSETH:

WHEREAS, LESSOR and LESSEE entered into that certain Lease Agreement dated February 26, 1976 (the "Agreement"); and

WHEREAS, LESSOR and LESSEE are desirous of amending certain terms and conditions of the Agreement, as more specifically set forth below; and

WHEREAS, the School Board of Miami-Dade County, Florida, authorized an Amendment to Lease Agreement in accordance with Board Action No. 111,726, at its meeting of July 15, 2008; and

WHEREAS, prior to entering into the proposed Amendment to Lease Agreement, the parties agreed to further amend the Agreement; and

WHEREAS, the School Board of Miami-Dade County, Florida, has authorized this Amendment to Lease Agreement in accordance with Board Action No. 114,656 at its meeting of January 12, 2011.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.

2. Article III of the Agreement ("Improvements by Lessee") is hereby amended to add the following language:

> "Subject to the stipulations included in Article V, LESSEE shall make such improvements and construct such facilities, including an 8" force main, or other sized sanitary sewer line as may be required by the appropriate jurisdictional entity, in a prudent, professional and safe manner and in accordance with, and adherence to, all applicable laws, including the Florida Building Code, Florida Statutes, State requirements for educational facilities and environmental laws. Failure to act in conformance with this Article may be deemed a breach of this Agreement."

3. Article IV of the Agreement ("Maintenance") is hereby amended to add the following language:

> "LESSEE shall maintain and operate any septic tank(s) or other ancillary sewage system equipment, pipes or apparatus associated with the septic system located on the leased premises and servicing LESSEE's facilities, in compliance with Florida Statute, the Florida Building Code and State Requirements For Educational Facilities. LESSEE shall provide LESSOR, or its designee, with inspection reports from a Florida licensed septic system certified inspector or other documentation as may be required by Florida Statute, documenting and certifying that the septic system is code compliant, and in proper working order, on a bi-annual basis, unless required more frequently by Florida Statute, or as may reasonably be required by LESSOR. Failure to act in conformance with this Article may be deemed a breach of this Agreement. The cost of remediation, if any, shall be at LESSEE'S cost and expense, which obligation shall survive the expiration or early termination of this Agreement."

4. Article V of the Agreement ("Utilities") is hereby amended to add the following language:

> "Notwithstanding any other provision of the Agreement or this Amendment, LESSEE covenants and agrees that, concurrent with its construction of a Senior Center or other similar structure on land owned by LESSEE adjacent to the demised premises, LESSEE shall install an 8" force main, or other sized sanitary line as may be required by the appropriate jurisdictional entity, and connect the demised premises to the sanitary sewer system. LESSEE further covenants and agrees as follows: 1) LESSEE shall retain full responsibility for all costs associated with the design and installation of the necessary improvements to complete the connection, 2) LESSEE shall complete the connection to the sanitary sewer system in full compliance with all jurisdictional requirements, and 3) LESSEE shall be responsible for the proper vacation and closure, in an expeditious manner, of the existing septic system(s), in compliance with Florida Statute, the Florida Building Code, State Requirements For Educational Facilities and all requirement of any applicable jurisdictional agencies, and will provide LESSOR documentation, as may be commercially reasonably required, attesting to same.
>
> Subsequent to installation of the sanitary line by LESSEE, and approval by the Miami-Dade Water & Sewer Department or other appropriate jurisdictional entity of a legal description, certified by a licensed Surveyor to the LESSOR, intended to be used for a utility easement for the subject sanitary line, LESSOR agrees to bring an agenda item to the next available regularly scheduled meeting of the School Board of Miami-Dade County, Florida, following receipt of the certified legal description, for consideration of the granting of such a utility easement."

5. Article VII of the Agreement ("No Liability for Property") is hereby amended to delete all reference to real property.

6. Article VIII of the Agreement ("Indemnification and Insurance") is hereby substituted to read as follows:

   "LESSEE does hereby agree to indemnify and hold harmless the LESSOR to the extent and within the limitations of Section 768.28 Fla. Stat., subject to the provisions of that Statute whereby LESSEE shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $200,000, or any claim or judgments or portions thereof which, when totaled with all other occurrence, exceed the sum of $300,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of LESSEE. However, nothing herein shall be deemed to indemnify the LESSOR from any liability or claim arising out of the negligent performance or failure of performance of LESSOR or any unrelated third party.

   The LESSEE agrees to maintain an ongoing self-insurance program covering public liability, automobile liability and Workers Compensation subject to the limitations of Florida Statute 768.28, during the term of this Agreement. Upon written request from LESSOR or its designee, the LESSEE shall provide written evidence of said program."

7. Article X of the Agreement ("Notices") is hereby amended to read as follows:

   "NOTICES AND GENERAL CONDITIONS

   A. All notices or communications under this Agreement shall be in writing and shall be given by either: 1) hand delivery, 2) registered or certified U.S. mail, postage pre-paid, return receipt requested, 3) FedEx or other comparable overnight service, 4) facsimile or 5) electronic mail, as follows, or as the same may be changed in writing from time to time.

      In case of notice or communication to the LESSEE:

      Office of the Mayor
      Stephen P. Clark Center
      111 NW 1st Street
      Miami, FL 33128

      With copies to:

      Miami-Dade County Parks, Recreation and
      Open Spaces Department Planning & Research Division
      Attn: Chief of Planning & Research

275 NW 2nd Street, 4th Floor
Miami, FL 33128

Miami-Dade County Parks, Recreation and
Open Spaces Department
c/o County Attorney's Office
111 NW 1st Street, Suite 2810
Miami, FL 33128

In case of notice or communication to the LESSOR:

The School Board of Miami-Dade County, Florida
c/o Superintendent of Schools
School Board Administration Building
1450 N.E. 2 Avenue, Suite 912
Miami, Florida 33132

With copies to:

Miami-Dade County Public Schools
Planning, Design and Sustainability
Attn: Executive Director
1450 N.E. Second Avenue, Room 525
Miami, Florida 33132
mlevine@dadeschools.net

The School Board of Miami-Dade County, Florida
c/o School Board Attorney
1450 N.E. Second Avenue, Room 400
Miami, Florida 33132
acraft@dadeschools.net

B. For purposes of this Agreement, the Superintendent of Schools shall be the party designated by the LESSOR to grant or deny all approvals required by this Agreement, or to cancel and/or terminate this Agreement, including, without limitation, placing the LESSEE in default, and reviewing and approving all matters relating to the LESSEE'S construction of improvements on the demised premises, if any."

8. Article XII of the Agreement ("Cancellation – Market Value of Improvements") is hereby amended to read as follows:

"Either party may cancel this Agreement, in whole or in part, at any time, by giving the other party a minimum of one (1) year prior written notice. In that event, the portion of the leased premises subject to said cancellation shall be freed from the burden of this Agreement, concurrent with the effective date of

said cancellation. In addition, LESSEE covenants and agrees that LESSOR shall not be obligated to reimburse LESSEE for any of LESSEE'S facilities constructed on the leased premises, or be subject to any other obligation or penalty. Further, LESSEE shall, at LESSEE'S sole cost and expense, and at LESSOR'S sole option, said option not to be unreasonably imposed, remove or relocate any and all facilities or improvements made to the leased premises by LESSEE, including, but not limited to any water and sewer improvements or the septic system."

9. A new Article XVI is created to read as follows:

"CONSTRUCTION OF AGREEMENT

This Agreement shall be construed and enforced according to the laws of the State of Florida and the venue for any disputes shall be in Miami-Dade County Florida."

10. A new Article XVII is created to read as follows:

"LEGAL FEES AND COURT COSTS

In the event of any litigation between the parties under this Agreement, each party shall be responsible for its own attorney's fees and court costs through trials and appellate levels. The provisions of this paragraph shall survive the termination of this Agreement."

11. A new Article XVIII is created to read as follows:

"SUBORDINATION

The LESSEE agrees to subordinate its interest in the leased premises in the event the LESSOR seeks to initiate financing at this location through a Certificate of Participation or other funding mechanism in the future, or in the event of a sale of the leased premises."

12. All other terms and conditions of the Agreement shall remain in full force and effect.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

[SIGNATURES BEGIN ON THE NEXT PAGE]

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

LESSEE:
MIAMI-DADE COUNTY

By:_____

ATTEST:

_____

APPROVED AS TO FORM:

_____
Attorney for LESSEE

LESSOR:
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

By:_____
Alberto M. Carvalho
Superintendent of Schools

TO THE BOARD:
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Attorney for LESSOR

Attachment B

Agenda Item No. 5 (a)(5)
2-17-76

RESOLUTION NO. R-179-76

RESOLUTION AUTHORIZING EXECUTION OF RETROACTIVE LEASE AGREEMENT WITH THE SCHOOL BOARD OF DADE COUNTY, FOR PREMISES TO BE USED BY THE PARK AND RECREATION DEPARTMENT AS A COMMUNITY RECREATION FACILITY AT ARCOLA LAKES JUNIOR HIGH SCHOOL; AND AUTHORIZING COUNTY MANAGER TO EXERCISE RENEWAL AND CANCELLATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the memorandum from the County Manager, a copy of which is attached to this resolution, for the reasons delineated therein,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA, that this Board approves the retroactive lease agreement between Dade County and the School Board of Dade County, for premises to be used by the Park and Recreation Department as a community recreation facility at Arcola Lakes Junior High School, in substantially the form attached to the copies of this resolution furnished to members of this Board and the original of which is on file in the office of the Clerk of this Board; authorizes the County Manager to execute same for and on behalf of Dade County; and to exercise the renewal and cancellation provisions contained therein.

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

Neal F. Adams	Aye
Harry P. Cain	Aye
Sidney Levin	Aye
Clara Oesterle	Aye
Beverly B. Phillips	Aye
James F. Redford, Jr.	Aye
Sandy Rubinstein	Aye
Harvey Ruvin	Absent
Stephen P. Clark	Aye

The Mayor thereupon declared the resolution duly passed and adopted this 17th day of February, 1976.

DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

RICHARD P. BRINKER, CLERK

By: Deputy Clerk.

BOOK 151 PG 43

Approved by County Attorney as to form and legal sufficiency. R A G

07.07-17A

MEMORANDUM

Agenda Item No. 5 (a)(5)

TO: Honorable Mayor and Members
Board of County Commissioners

DATE: February 17, 1976

SUBJECT: Lease with The School Board of Dade County for use by the Park and Recreation Department at Arcola Lakes Junior High School Site

FROM: R. Ray Goode
County Manager

The following Lease has been reviewed by the Public Works Department and is recommended for approval:

USING AGENCY:	Park and Recreation Department
USE:	Community Recreational Facility
PROPERTY:	14.496 acres of land in Section 11, Township 53 South, Range 41 East known as Tract A, subdivision "Arcola Lakes Junior High School", Plat Book 91, Page 63
OWNER:	The School Board of Dade County, Florida
TERMS:	30 years at an annual rental of $1.00 each year. The County is to make its own improvements and furnish utilities.
EFFECTIVE DATES:	Commencing retroactively January 1, 1976 and terminating December 31, 2006
RENEWAL OPTION:	(30) thirty years under same terms and conditions, upon ninety (90) days notice to the Landlord.
CANCELLATION PROVISION:	Either party may cancel this Lease in whole or in part by giving one hundred eighty (180) days notice in writing to the other party.
FORMER LEASE:	None
FUNDING SOURCE:	Miscellaneous services and charges in Budget Code No. 122.04.2520.

RRG:DP:vb

LEASE AGREEMENT

THIS LEASE AGREEMENT, entered into this _____ day of _____, 19___, by and between THE SCHOOL BOARD OF DADE COUNTY, FLORIDA, a body corporate and politic, hereinafter referred to as the LESSOR, and DADE COUNTY, a political subdivision of the State of Florida, hereinafter called the LESSEE.

W I T N E S S E T H:

The Lessor, in consideration of the rental hereinafter reserved to be paid, and of the covenants and agreements and conditions to be kept and performed by Lessee, hereby leases, lets and demises to Lessee, and Lessee hereby leases and hires from Lessor the following described premises, hereinafter referred to as "leased premises", to-wit:

Tract A, "Arcola Lakes Junior High School" according to the plat thereof as recorded in Plat Book 91 at Page 63 of the Public Records of Dade County, Florida, containing approximately 14.496 acres.

WHEREAS, the School Board has authorized the lease of said lands at their meeting on Feb. 17, 19 75, and

WHEREAS, the Board of County Commissioners by the adoption of Resolution No. _____, at its meeting on _____, approved this Lease Agreement.

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

I.
TERM

TO HAVE AND TO HOLD for a term of thirty (30) years commencing January 1, 1976, and ending December 31, 2006, at an annual rental of One ($1.00) Dollar payable on the commencement of this Lease and a like amount on the same date of each year of the term of this Lease or any extension thereof.

II.
USE

The area of the demised premises shall be used by the Dade County Park and Recreation Department for the purpose of creating, establishing, equipping and maintaining a public recreation center, playground and park for the benefit and use of the general public.

LEASE AGREEMENT

THIS LEASE AGREEMENT, entered into this _____ day of _____, 19___, by and between THE SCHOOL BOARD OF DADE COUNTY, FLORIDA, a body corporate and politic, hereinafter referred to as the LESSOR, and DADE COUNTY, a political subdivision of the State of Florida, hereinafter called the LESSEE.

W I T N E S S E T H:

The Lessor, in consideration of the rental hereinafter reserved to be paid, and of the covenants and agreements and conditions to be kept and performed by Lessee, hereby leases, lets and demises to Lessee, and Lessee hereby leases and hires from Lessor the following described premises, hereinafter referred to as "leased premises", to-wit:

Tract A, "Arcola Lakes Junior High School" according to the plat thereof as recorded in Plat Book 91 at Page 63 of the Public Records of Dade County, Florida, containing approximately 14.496 acres.

WHEREAS, the School Board has authorized the lease of said lands at their meeting on Dec. 17, 19 75, and

WHEREAS, the Board of County Commissioners by the adoption of Resolution No. _____, at its meeting on _____, approved this Lease Agreement.

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

I.
TERM

TO HAVE AND TO HOLD for a term of thirty (30) years commencing January 1, 1976, and ending December 31, 2006, at an annual rental of One ($1.00) Dollar payable on the commencement of this Lease and a like amount on the same date of each year of the term of this Lease or any extension thereof.

II.
USE

The area of the demised premises shall be used by the Dade County Park and Recreation Department for the purpose of creating, establishing, equipping and maintaining a public recreation center, playground and park for the benefit and use of the general public.

III.

IMPROVEMENTS BY LESSEE

Subject to Article VI herein, the Lessee shall make such improvements and construct such facilities upon the demised lands as shall be necessary to utilize said lands for community park purposes. All such improvements shall be at the sole cost and expense of the Lessee.

IV.

MAINTENANCE

The Lessee shall keep and maintain the demised premises and all facilities and equipment located thereon in a state of good repair and clean condition at all times. The Lessee shall supervise and control the demised premises and all facilities and equipment located thereon at all times during which the demised premises are open and available to the public. No recreational facilities or equipment shall be unattended or without supervision during the hours the premises will be open to the public.

The Lessee may promulgate and enforce reasonable rules and regulations governing the use of said park and recreational facilities by the public and establish reasonable hours for public use thereof.

V.

UTILITIES

The Lessee shall pay for all utilities used by it. The Lessor shall have no obligation to provide utilities to the premises.

VI.

RESERVATION FOR JUNIOR HIGH SCHOOL

It is understood and agreed that sufficient land for the construction of a junio high school will be released from the term hereof when required for school purposes withou payment of compensation to the Lessee for any improvements constructed thereon under the provisions of this Lease. The Lessor shall approve in writing the site plan for the demised premises prior to the commencement or construction by the Lessee.

VII.

NO LIABILITY FOR PROPERTY

The Lessor and Lessee agree to insure or self insure their respective interests 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 of such property by any cause whatsoever. The Lessor and Lessee hereby waive all right of subrogation under any policy or policies they may carry, or on property placed or moved on the premises.

BOOK 151 PG 47

VIII.

INDEMNIFICATION AND INSURANCE

The Lessee agrees to indemnify and hold harmless the Lessor, its employees and agents from and against any and all loss and damage and any and all claims, demand suits, liabilities and costs from any cause, arising out of the acts or omissions of th Lessee or the Lessee's employees or agents or other individuals, which may arise out o the operation of the Lessee's occupancy or use of the premises during the period of th said property is under control by the Lessee under this Lease Agreement to the extent that tort immunity has been waived by law or insurance is carried, whichever is greate

The Lessee, at its expense, shall maintain the insurance covering any and al liability of any type arising out of the terms of this agreement. The coverage under the policy or policies shall be no less than to the extent required by the Tort Claims Act. The Lessee agrees to furnish to the Lessor a certificate that the above coverage are in effect.

IX.

ASSIGNMENT

The Lessee shall not assign, sublet, transfer, or otherwise dispose of this Lease without the written consent of Lessor first obtained in each case.

X.

NOTICES

All notices given under this Lease shall be in writing and delivered by eithe certified or registered mail. Notice shall be effectively served by the Lessee upon th Lessor when addressed to the Lessor and mailed to the School Board of Dade County, 1410 N. E. 2nd Avenue, Miami, Florida. Notice shall be effectively served by the Lessor upo the Lessee when addressed to County Manager and mailed to the Dade County Courthouse, Miami, Florida.

XI.

ABANDONMENT AND DEFAULT

If the Lessee shall abandon or vacate the demised premises before the end of the term of this Lease, or if the premises shall be occupied and used by the Lessee for any purpose other than park and recreation purposes or fail to comply with any covenants or provisions of this Lease, the Lessor may at its option terminate this Agreement afte fifteen (15) days notice in writing, unless the default is cured within the notice peric

XII.

CANCELLATION - MARKET VALUE OF IMPROVEMENTS

Either party may cancel this Lease in whole or in part by giving one hundred eighty (180) days notice in writing to the other party. Should the Lessor desire to cancel this Lease as to a part of the lands for construction of additional school facilities thereon, then that portion of the demised property shall be freed from the burden of this Lease and revert to the Lessor. Should that portion desired by the Lessor have facilities constructed thereon by the Lessee, then the value of the facilities as determined by two competent appraisers shall be paid to the Lessee as liquidated damages. Damages shall not be paid to the Lessee for facilities constructed on any part of the demised premises during any extension of the original term of this Lease.

XIII.

RENEWAL

The term of this Lease may be extended for an additional term of thirty years, under the same terms and conditions, upon written notice from the Lessee ninety (90) days prior to the expiration of the original term.

XIV.

WRITTEN AGREEMENT

This Lease contains the entire agreement between the parties hereto and it may be modified only by an agreement in writing signed and sealed by the Lessor and Lessee.

XV.

JOINT USE AGREEMENT

It is understood and agreed by the parties hereto that if the junior high school should be constructed upon any part of the leased premises, then at such time the AGREEMENT FOR JOINT RECREATIONAL PROGRAM, dated May 17, 1961, by and between the parties hereto, which was approved by the Board of County Commissioners by Resolution No. 6529, adopted May 2, 1961 and School Board Item 25,038, December 7, 1960, 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, and entitled "Operational Agreements" 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 any of the terms of this Lease, the Lease provisions will prevail.

It is understood and agreed that the Principal and Physical Education Director of Arcola Lake Junior High School, if the school is constructed, and the Community Park Director will make such agreements as may be necessary for joint use of the facilities upon completion of the park improvements.

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.

(OFFICIAL SEAL)

ATTEST:

Secretary

THE SCHOOL BOARD OF DADE COUNTY, FLORIDA

Chairman

(OFFICIAL SEAL)

ATTEST:

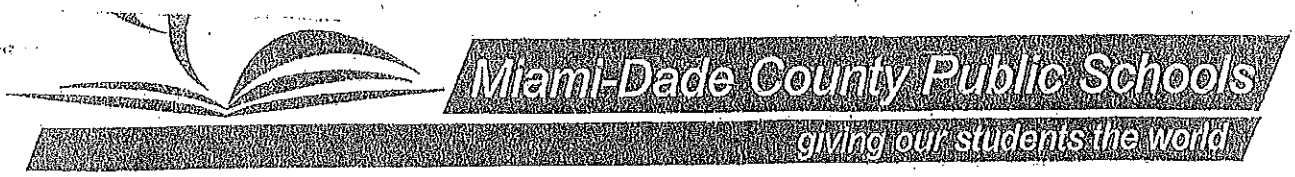
Secretary

DADE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

County Manager

Approved by Board Attorney

Attachment C



Superintendent of Schools
Rudolph F. Crew, Ed.D.

Ana Rijo-Conde, AICP, Facilities Planning Officer
Facilities Planning

Miami-Dade County School Board
Agustin J. Barrera, Chair
Perla Tabares Hantman, Vice Chair
Frank J. Bolaños
Evelyn Langlieb Greer
Dr. Robert B. Ingram
Dr. Martin Karp
Ana Rivas Logan
Dr. Marta Pérez
Dr. Solomon C. Stinson

December 12, 2005

Ms. Vivian Donnell Rodriguez, Director
Park and Recreation Department
Miami-Dade County
275 NW Second Avenue
Miami, Florida 33128

Re: Renewal of Lease Agreement between The School Board of Miami-Dade County, Florida, for the use of Arcola Lake Park located at 8300 NW 12th Place

Dear Ms. Rodriguez:

This shall confirm that pursuant to the above referenced lease agreement, the School Board hereby exercises its lease renewal option for the term beginning January 1, 2006 and ending December 31, 2036. This renewal represents the extension of an additional term of thirty (30) years under the same terms and conditions, upon written notice from the lessee ninety (90) days prior to the expiration of the original term.

The lease rate for the 2006-2036 term will continue to be One ($1.00) Dollar annually, payable on the commencement of this lease and the same amount on the same date of each year for the term of this lease or any extension thereof.

Should you have any questions, please do not hesitate to contact me at (305) 995-1818.

Sincerely,

Annie Betancourt
Coordinator II

AB:rr
L-919

cc: Ms. Ana Rijo-Conde
Mr. Fernando Albuerne
Mr. Michael A. Levine
Mr. James Brako

School Board Administration Building • 1450 N.E. 2nd Avenue, Suite 525 • Miami, Florida 33132
305-995-7285 • FAX 305-995-4760 • arijo@dadeschools.net