



Item: SP: A-1

**Tuesday, April 16, 2024**

**SUBJECT:** Ground Lease Extension for the St. Lucie County School Board's Marine and Oceanographic Academy at the Harbor Branch Oceanographic Institute at FAU

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**PROPOSED Board ACTION**

Approve a five-year extension to an existing Ground Lease with the St. Lucie County School Board ("School District") for the operations of the School District's Marine and Oceanographic Academy ("MOA") currently operating at the Harbor Branch Oceanographic Institute at FAU ("FAU Harbor Branch"). The original Ground Lease was approved by this Board in 2009. The extended term would commence on July 1, 2024.

**BACKGROUND INFORMATION**

The MOA is an academic partnership between FAU Harbor Branch and the School District. The MOA is located on the FAU Harbor Branch campus, west of Dixie Highway, and is a satellite academy of Fort Pierce Westwood High School. The school is a unique academic environment that integrates its core curriculum to focus on marine science at a working oceanographic research institution. FAU Harbor Branch Marine Education staff work with the MOA faculty to develop the program. MOA students receive a customized integrated curriculum for enrichment in the field of marine and environmental studies. MOA students take a full load of courses, including two science courses. FAU Harbor Branch provides 10-20% of the instruction in the science courses. Scientists, engineers, and educators teach through a combination of engaging, lecture, lab work, and hands-on experiences. The MOA complements FAU's strategic plan by increasing community engagement in St. Lucie County, supporting outreach activities related to marine and coastal issues, and training the next generation of ocean scientists and engineers.

The School District desires to extend the Ground Lease for continued operations of the MOA. The School District would continue to retain sole responsibility for all costs and responsibilities associated with the MOA, including rent, utilities, and maintenance, as well as compliance with all applicable legal requirements governing security and access to school grounds. The cooperative academic relationship through which FAU Harbor Branch scientists provide professional and technical services to the MOA will continue to remain an integral part of the MOA curriculum.

**IMPLEMENTATION PLAN/DATE**

The lease extension would take effect on July 1, 2024.

**FISCAL IMPLICATIONS**

The original Ground Lease provided an initial annual rent that increased by three percent (3%) annually. Under the extension, the School District will continue to pay rent to FAU at the 3% annual escalator. As of July 1, 2024, annual rent shall be \$69,173.76. The School District shall also continue to pay for all costs associated with the MOA and retain all responsibility for MOA operations, maintenance, and security. The School District will also compensate FAU for the professional and technical services provided to the MOA by FAU Harbor Branch scientists.

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Supporting Documentation: Proposed Ground Lease Amendment

Presented by:

Dr. Gregg Fields,  
Interim Vice President, Research

Phone: (561) 297-0268

**AMENDMENT 3 TO GROUND LEASE**

This Amendment 3 to Ground Lease ("Amendment 3") dated as of the last date signed below by the parties, is by and between the Florida Atlantic University Board of Trustees ("University" or "Lessor") and The School Board of St. Lucie County, Florida, the governing body of the School District of St. Lucie County ("School District" or "Lessee").

WHEREAS, the University and the School District are parties to that certain Ground Lease Agreement dated March 18, 2009, as amended ("Ground Lease"), pursuant to which the School District ground leases from the University certain property on the University's Harbor Branch campus for the operations of the School District's Marine and Oceanographic Academy;

WHEREAS, the parties desire to amend the Ground Lease to extend its current expiration date of June 30, 2024 for an additional five(5) years, commencing July 1, 2024 and ending on June 30, 2029, pursuant to the terms and conditions set forth in this Amendment 3; and

WHEREAS, all capitalized terms not defined herein shall have their meanings as ascribed in the Ground Lease.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 6 of the Ground Lease ("Term") is further amended to extend the Term for an additional five (5) years, commencing July 1, 2024 and ending June 30, 2029.

2. Section 7.A ("Rentals and Payments") of the Ground Lease is further amended to provide for an annual rental amount of \$69,173.76, to be paid monthly in the amount of \$5,764.48 on the 1<sup>st</sup> day of each month of the Term, commencing on July 1, 2024. On each anniversary date of the Ground Lease, rent shall continue to increase by three percent (3%).

3. Except as specifically modified by this Amendment, all other provisions of the Ground Lease shall remain in full force and effect and shall be binding upon the parties in accordance with their terms.

IN WITNESS OF THE FOREGOING, the parties have signed this Amendment 3 as of the Effective Date.

FLORIDA ATLANTIC UNIVERSITY  
BOARD OF TRUSTEES

THE SCHOOL DISTRICT OF  
ST. LUCIE COUNTY

By: \_\_\_\_\_  
Name: Dr. Stacy Volnick  
Title: President  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Deborah Hawley  
Title: Chairman  
Date: \_\_\_\_\_