

Facilities Operations, Maintenance and Planning
Ana Rijo-Conde, Interim Assistant Superintendent

SUBJECT: AUTHORIZATION TO EXECUTE A SECOND LEASE AMENDMENT WITH THE FLORIDA GRAND OPERA, INC., FOR USE OF A PARKING LOT LOCATED AT 1411 N.E. 2 AVENUE FOR DISTRICT STAFF AND VISITORS

COMMITTEE: FACILITIES MANAGEMENT

Background Information

Since January 2001, the Board has leased 125 parking spaces located at 1411 N.E. 2 Avenue, from the Florida Grand Opera, Inc. (Opera), for use by District staff and visitors (see location map). The Board, at its October 23, 2002 meeting, authorized the renewal of the lease agreement for an additional one-year period commencing January 1, 2003 and ending December 31, 2003. At that time, the Opera, while granting the District's one-year renewal option, advised that it would likely cancel the lease during this period since construction of its new facility on the leased site was scheduled to begin in June or July 2003.

In April 2003, the Opera notified the District that it would need exclusive use of the premises for the period of June 9, 2003 through June 29, 2003 to perform certain work related to the construction of its new facility on the premises. The Opera subsequently advised that the District could continue using the premises on June 30, 2003 for an additional four to six month period. However, as a result of the work done by the Opera on the premises, the number of parking spaces available for District use has been permanently reduced from 125 to 117, with rent adjusted proportionately. There was also an abatement of rent for the period of June 9, 2003 through June 29, 2003 when the District's use of the premises was suspended.

Second Lease Amendment

In light of the foregoing and given the District's continuing need for this parking facility, staff is recommending that the lease agreement with the Opera be amended to allow for the permanent reduction of the number of parking spaces available for District use, with a corresponding rent adjustment, and to modify several other terms of the lease agreement. The proposed second lease amendment will substantially include the following terms and conditions:

- as a result of work done by the Opera on the premises, the number of parking spaces available for District use shall be permanently reduced from 125 to 117, and the monthly rental amount shall be proportionately decreased. In addition, the Opera may perform certain construction-related work on the premises in the future, which may result in the permanent reduction of available parking spaces. In that event, the parties shall confirm the number of lost parking spaces and the monthly rental amount shall be proportionately decreased;
- the District's use of some or all of the premises may be temporarily suspended in the event the Opera requires exclusive use of some or all of the premises for construction-related purposes. If such temporary use by the Opera results in a reduction of usable parking spaces, the parties shall confirm the number of lost parking spaces and the monthly rental amount shall be proportionately decreased;
- either party shall have the right to cancel the lease agreement, at any time, by giving the other party thirty (30) days prior written notice; and
- the lease agreement may be renewed, at the Opera's sole option, for an additional one-year period commencing January 1, 2004 and ending December 31, 2004, upon sixty (60) days notice by the District.

All other terms and conditions of the lease agreement will remain in full force and effect, including the District's obligation to provide all maintenance of the premises and to pay all utilities consumed on the premises.

The proposed lease amendment shall be reviewed by the Office of Risk and Benefits Management and the School Board Attorney's Office, prior to its execution.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the Superintendent or his designee to execute a second lease amendment with the Florida Grand Opera, Inc., for use of 117 parking spaces located at 1411 N.E. 2 Avenue, to allow for the permanent or temporary reduction of the number of parking spaces available for District use, with a corresponding rent adjustment, and in conformance with the the terms and conditions set forth above.

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LOCATION MAP

