

January 28, 2004

Business Operations  
J.E. Surash, P.E., Chief Business Officer

**SUBJECT: AUTHORIZATION TO EXECUTE A LEASE AMENDMENT WITH JACK THOMAS, INC., REALTORS, AS AGENTS FOR OMNI PARTNERSHIP, FOR USE OF A PARKING LOT LOCATED AT 235 N.E. 16 STREET, FOR THE SCHOOL BOARD ADMINISTRATION BUILDING**

**COMMITTEE: FACILITIES MANAGEMENT**

Since April 2000, the Board has leased 100 parking spaces located at 235 N.E. 16 Street from Jack Thomas, Inc., Realtors, as agents for Omni Partnership, for use by District staff and visitors (see location map). The District has completed its initial one-year lease term and is in the last of three one-year renewal option periods available under the lease agreement. The current lease term will expire on April 25, 2004. Given a continuing need for parking to serve District staff and visitors, and because there is no Board-owned facility to serve this purpose, staff contacted the landlord, who has expressed a willingness to amend the lease to allow continued District use of the parking lot.

In light of the foregoing, staff is recommending that the Board amend the lease agreement to provide three additional one-year option periods, and extend the lease for the one-year period commencing April 26, 2004 and ending April 25, 2005. The monthly rental rate of \$2,625, which is \$26.25 per space monthly (\$31,500 annually), and which has remained fixed since April 2000, will be increased to \$3,000, which is \$30 per space monthly (\$36,000 annually). This increased rate will remain fixed throughout the one-year extension and two subsequent one-year renewal option periods. Should the Board exercise all option periods available under the proposed amended lease, the effective lease rate will be \$27.86 per space monthly for the period of April 26, 2000 through April 25, 2007, which conforms to parking rates paid by the District in the vicinity (see rent schedule). No physical improvements requiring the use of District funds will be necessary as a result of the proposed Board action. In addition to the increased rental rate, the landlord is requiring that the cancellation provision also be modified to allow the landlord to terminate the agreement with 120 days prior written notice in the event the landlord enters into a contract to develop the site (currently, 180 days prior written notice is required). The District's right to cancel shall also be modified from 180 days to 120 days. All other terms and conditions of the current lease agreement will remain unchanged, including:

- the District shall be responsible for all utilities, supervision and routine site maintenance;
- other than the landlord's ability to cancel the lease should the landlord enter into a contract to develop the site, the landlord will only have the right to cancel the lease in the event of damage or destruction or if the District defaults under the terms of the lease and fails to cure the default; and
- other than its right to cancel the lease at any time with 120 days prior written notice, the District may cancel the lease in the event of damage or destruction of the premises or if the landlord defaults under the terms of the lease and fails to cure the default.

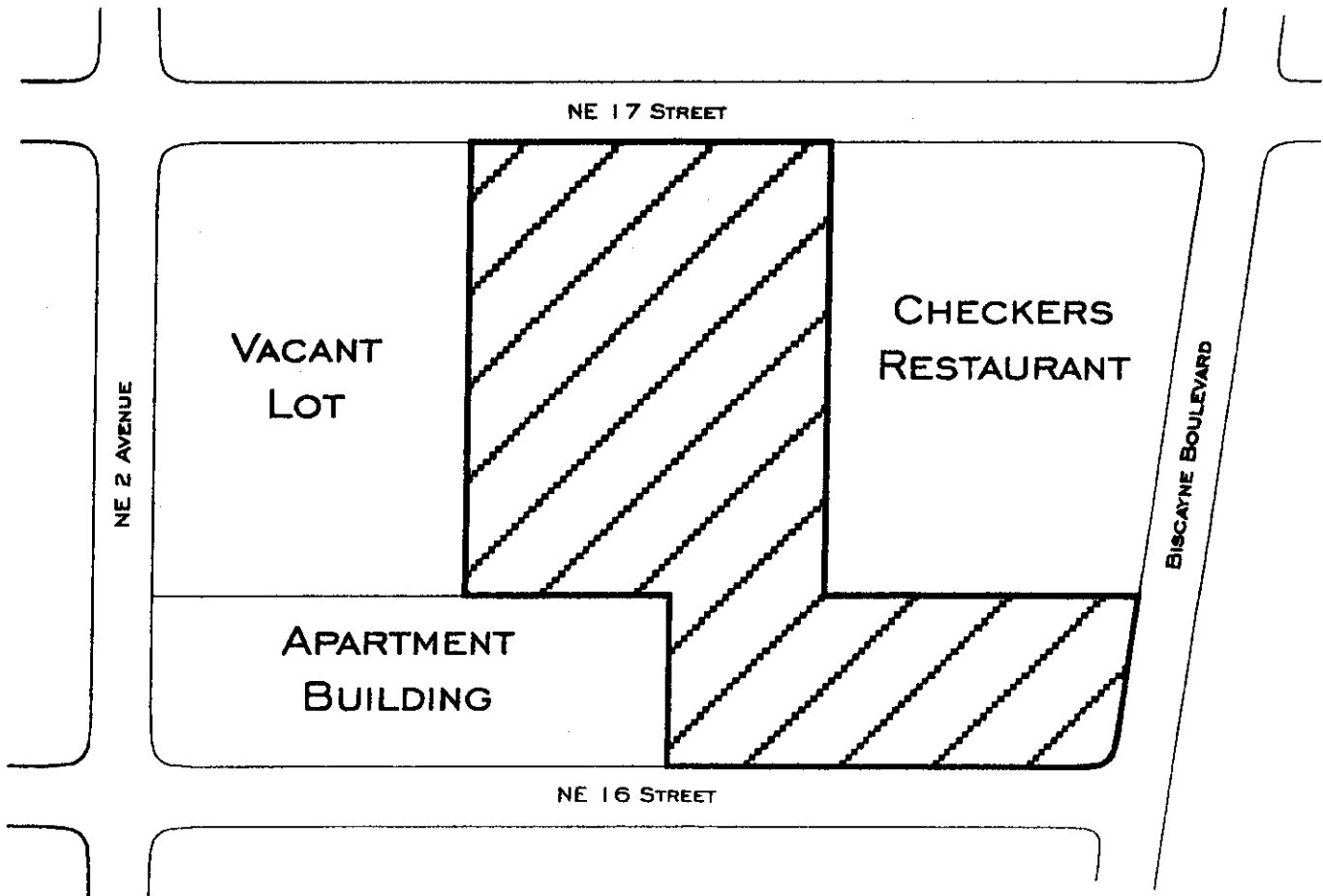
Staff contacted the Supervisor of District Office Operations and the Administrative Director of Business Operations, who indicated a continuing need for this parking facility to serve District staff and visitors for the one-year period commencing April 26, 2004 and ending April 25, 2005. The proposed lease amendment will 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 lease amendment with Jack Thomas, Inc., Realtors, as agents for Omni Partnership, for use of a parking lot located at 235 N.E. 16 Street, to provide three additional one-year option periods and under the terms and conditions noted above, and extend the lease-term for the period commencing April 26, 2004 and ending April 25, 2005, at an annual rental rate of \$36,000. All other terms and conditions of the lease agreement will remain unchanged.

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# LOCATION MAP



**LEGEND**

 DEMISED PREMISES CONSISTING OF 100 PARKING SPACES  
(NOT TO SCALE)

## RENT SCHEDULE FOR ALL LEASED PARKING FACILITIES

<b>LEASED PARKING FACILITIES</b>			
<u>Location of Parking Facility</u>	<u># of spaces</u>	<u>Amount of Rent</u>	<u>Use</u>
1. Biscayne Management Corp. 1444 Biscayne Blvd. (parking garage)	150	\$50,400/year (\$28.00/space/month)	serves District staff in SBAB complex
2. Jack Thomas Lot 235 NE 16 Street (surface lot)	100	\$36,000/year (\$30.00/space/month)*	serves District staff & visitors in SBAB complex
3. U.S. Parking & Associates 1444 Biscayne Boulevard (parking garage)	175	\$75,600/year (\$36.00/space/month) this amount includes the 20% City of Miami parking surcharge and is broken down as follows: \$63,000/year or \$30.00/space/month for rent & \$12,600/year or \$6.00/space/month for surcharge fee	serves District staff & visitors in SBAB complex

\*Note: Proposed rental rate. Current rental rate at \$26.25/space/month (\$31,500/year).