

Office of School Facilities
Rose Diamond, Chief Facilities Officer

SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE A LEASE AGREEMENT WITH DOLPHINS GATE, LLC, FOR TEMPORARY PARKING FOR CENTRAL WEST TRANSPORTATION, LOCATED AT 450 NW 137 AVENUE, MIAMI, FLORIDA

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

The District has initiated renovations and various site improvements at Central West Transportation (Central West), located at 13775 NW 6 Street, which includes constructing a new administration/maintenance building, demolishing the existing building, and making significant improvements to the parking area. As a result of this work, which began in January 2006, most of the on-site staff parking will be unavailable for a period of approximately 18 months. In order to meet Central West's parking requirements during this time, the District entered into discussion with Dolphins Gate LLC (Landlord), which owns a 1.8-acre fenced vacant lot approximately one block from Central West, at 450 NW 137 Avenue, and has offered to make this parcel available for District use for the duration of the work (see location map). The Landlord will clear the lot, fill it with lime rock, compact, level and grade the surface, and fix the entrance gate, with the \$13,550 cost for this work to be amortized over the initial one-year lease period and reimbursed by the District as part of the rental amount.

It is recommended that the Superintendent be authorized to finalize negotiations and execute a lease agreement with the Landlord under, substantially, the following terms and conditions:

- a one-year term commencing on May 1, 2006, and ending April 30, 2007;
- a monthly rental rate of \$1,010.86, plus additional rent of \$1,129.16 per month, as reimbursement for the site improvements made by the Landlord, for a total monthly rental obligation of \$2,140.02 (\$25,680.24 annually), or \$12 per parking space per month. Payment of the \$1,129.16 monthly site improvement reimbursement amount shall cease after one-year;
- one six-month renewal option period, at the Board's sole discretion. The rental rate during the renewal option period shall remain unchanged at \$ 1,010.86 per month;
- the District will be responsible for keeping the parking lot in a neat and clean condition during the hours of its use, and shall repair any damage that the Landlord demonstrates is due exclusively to District use;

- utility charges generated by District use, if any, shall be paid for by the District;
- either party may place the other in default, and cancel the lease agreement without penalty, if the defaulting party fails to cure the default;
- in the event all or portions of the parking lot should be destroyed or so damaged by fire, windstorm or other casualty to the extent the District is unable to use the facility, as determined by the District's Department of Safety, either party may cancel the lease agreement. If the lease agreement is not cancelled, the Landlord shall repair the area to a tenable condition within 90 days from the date of destruction or damage, or such other period of time as may be mutually agreed upon. In the event the Landlord does not render the facility tenable in the stipulated time frame, the District shall have the right to immediately cancel the lease agreement, without penalty;
- during all times that the parking lot, or a portion thereof, is rendered non-tenable by the District due to damage or destruction, the District's obligations under the lease agreement, including payment of rent, shall be proportionately abated;
- the Landlord shall indemnify and hold the Board harmless from all liability which may arise as a result of the Landlord's negligence, actions or failure to act under the terms of the lease agreement;
- the Board shall indemnify and hold the Landlord harmless, to the extent of the limitations included within Florida Statutes, from all liability which may arise as a result of the Board's negligence, actions or failure to act under the terms of the lease agreement;
- in addition to damage or destruction of the parking lot, or default on the part of the Landlord, which default is not cured, the District shall also have the right to cancel the lease agreement at any time by giving the Landlord at least 30 days prior written notice. In the event the District cancels this lease agreement prior to the end of the initial one-year term, for any reason other than damage or destruction of the parking lot, or default on the part of the Landlord, which default is not cured, the District shall reimburse the Landlord for the remaining un-amortized portion of the site improvements made to the site by the Landlord;
- other than in the event of damage or destruction, or default on the part of the District, which default is not cured, the Landlord shall also have the right to cancel the lease agreement at any time after the first year of the initial term, by giving the District at least 60 days prior written notice, and;
- for purposes of this lease agreement, the Superintendent of Schools shall be the party designated by the Board to grant or deny all approvals required by this lease agreement, or to cancel this lease agreement.

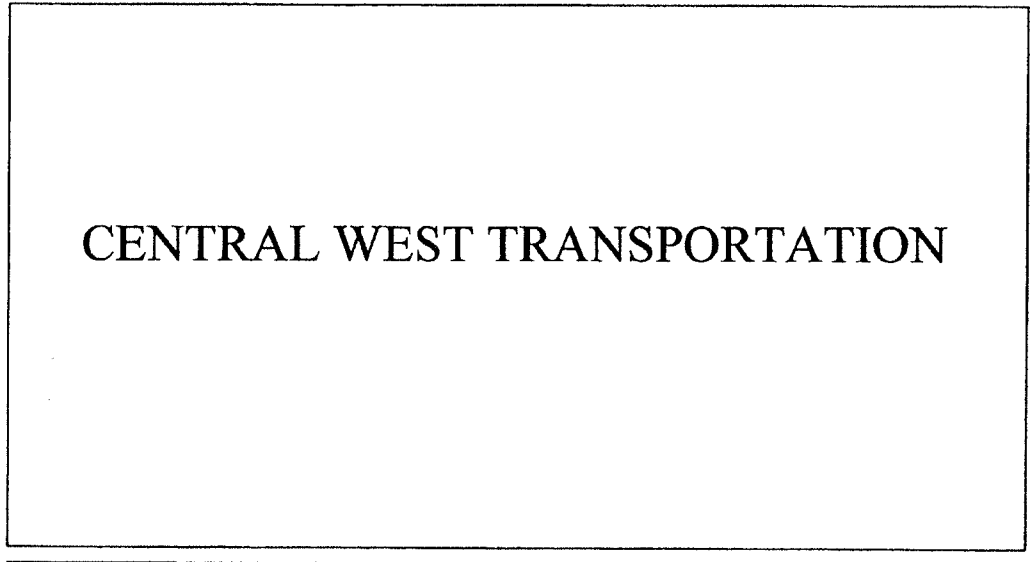
The Administrative Director, Transportation and Construction Officer, Office of School Facilities Construction recommend entering into this lease agreement. The lease agreement will be reviewed by the School Board Attorney's Office and Office of Risk and Benefits Management prior to execution.

RECOMMENDED:

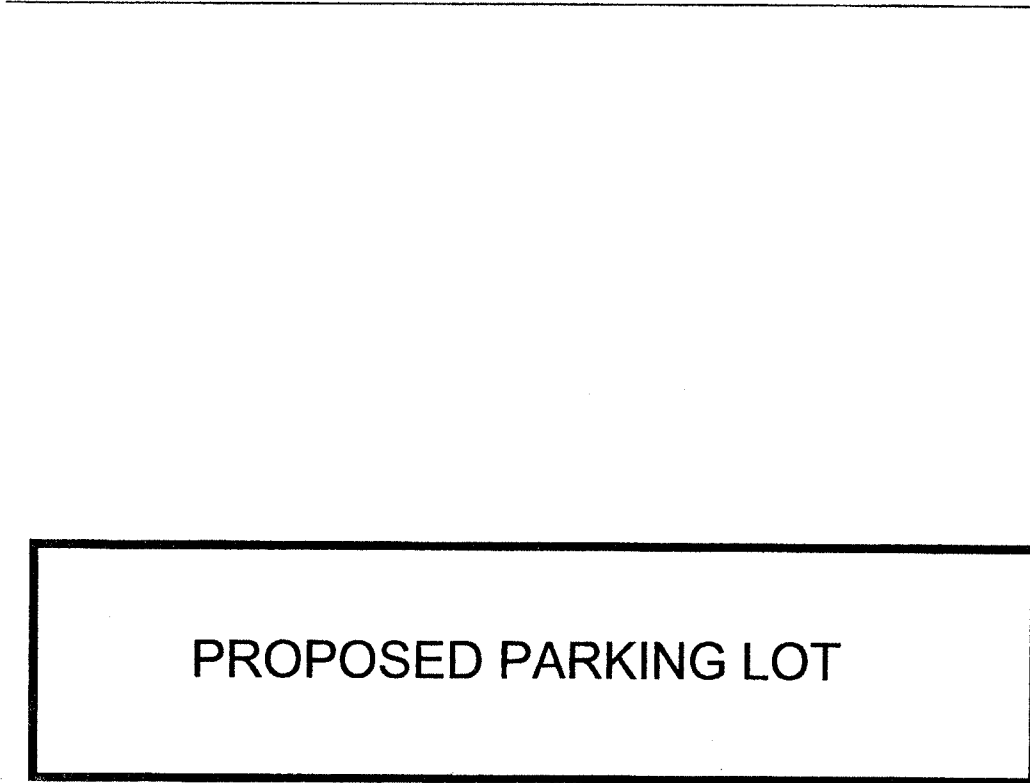
That The School Board of Miami-Dade County, Florida authorize the Superintendent to finalize negotiations and execute a lease agreement with Dolphins Gate LLC, for temporary parking for Central West Transportation, located at 450 NW 137 Avenue, in connection with on-going construction improvements at Central West, at an annual rental rate of \$25,680.24, and substantially in conformance with the other terms and conditions noted above.

ORM:sj

LOCATION MAP



NW 6 ST



NW 137 AVENUE

