

Office of School Facilities  
Jaime G. Torrehs, Chief Facilities Officer

**SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE A LEASE AMENDMENT WITH THE CITY OF CORAL GABLES FOR THE USE OF A PORTION OF CITY-OWNED RIGHT-OF-WAY FOR STUDENT PARKING AT CORAL GABLES SENIOR HIGH SCHOOL, LOCATED AT 450 BIRD ROAD, CORAL GABLES, FLORIDA**

**COMMITTEE: FACILITIES AND CONSTRUCTION REFORM**

**LINK TO STRATEGIC FRAMEWORK: FINANCIAL EFFICIENCY/STABILITY**

Background

Since June 1993, the District has leased a portion of Riviera Drive, located adjacent to and west of Coral Gables Senior High School (School) for 57 student parking spaces (see location map), under a long-term agreement with the City of Coral Gables (City). Under the terms of the lease, the District completed certain improvements within the demised area, including landscaping and irrigation. As a part of the work, the District placed swing gates at each parking lot entrance and also installed a 3 foot tall chain link fence to facilitate the growth of hedge material and act as a partial visual barrier.

In order to enhance security at the School and contribute to neighborhood esthetics, the District approached the City with a request to replace the 3 foot tall chain link fence with a 6 foot tall estate type fence, including full height gates at each parking lot entrance. The City has indicated that, as a part of the process to secure City authorization to replace the fencing, the lease agreement must be amended.

Proposed Lease Amendment

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

- the District will remove the existing 3 foot tall chain link fence within the demised premises, and replace it with a 6 foot tall estate type fence and full height gates at each parking lot entrance.

The following terms and conditions of the Agreement will remain unchanged:

- 99 year lease term, at no rent;
- the District maintains the landscaping and irrigation system, and pays for all water and electricity used in this regard;
- the City may cancel the lease only if the demised premises will be used for public roadway purposes. In that event, the District will be reimbursed for all costs used to improve the area, at a rate of 5% of the total costs expended for each year, or portion thereof, remaining in the first 20 years of the term; and
- the District may cancel the lease at any time with 90 days notice.

The proposed lease amendment will be reviewed by the School Board Attorney's Office and the Office of Risk and Benefits Management prior to execution. The School Principal and the Regional Center III Superintendent concur with the proposed lease amendment.

**RECOMMENDED:** That The School Board of Miami-Dade County, Florida, authorize the Superintendent to finalize negotiations and execute a lease amendment with the City of Coral Gables for the use of a portion of City-owned right-of-way for student parking at Coral Gables Senior High School, under substantially the terms and conditions noted above. All other terms and conditions of the lease agreement will remain unchanged.

MAL:

EXHIBIT A  
**LOCATION MAP**

