

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

SUBJECT: AUTHORIZE THE SUPERINTENDENT TO:

- 1) **FINALIZE NEGOTIATIONS AND EXECUTE A LEASE AGREEMENT WITH CHABAD CHAYIL, INC., FOR USE OF A PORTION OF THE PARKING FACILITIES AT AVENTURA WATERWAYS K-8 CENTER, LOCATED AT 21101 NE 26 AVENUE, FOR OVERFLOW PARKING PURPOSES; AND**
- 2) **GRANT OR DENY ALL APPROVALS REQUIRED UNDER THE LEASE AGREEMENT, INCLUDING RENEWING, EXTENDING, CANCELLING OR TERMINATING THE LEASE AGREEMENT**

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

LINK TO STRATEGIC FRAMEWORK: FINANCIAL EFFICIENCY/STABILITY

Introduction

Chabad Chayil, Inc. ("Chabad Chayil"), is located in temporary facilities immediately north of Aventura Waterways K-8 Center ("School"). In anticipation of constructing a new permanent facility on its existing campus, Chabad Chayil has approached the District requesting use of ten (10) non-designated parking spaces ("Parking Spaces") in the School parking lot located on the western portion of the School campus. Specifically, Chabad Chayil is proposing to use the Parking Spaces for overflow staff, parent and visitor parking, during the hours of 3:30 p.m. to 5:30 p.m., Monday through Friday. Chabad Chayil has advised that it shall meet all parking required by local jurisdictional entities for its future facility within its own property, and its use of the Parking Spaces would be for overflow parking purposes only. In addition, Chabad Chayil has also advised that it will make parking at its future facility available to the School on an as-needed basis.

Additional Information

Use of the Parking Spaces shall be facilitated through a lease agreement ("Agreement") to be entered into between the School Board and Chabad Chayil. The proposed Agreement with Chabad Chayil shall contain, substantially, the following terms and conditions:

- an initial term of five (5) years, with five (5) one-year extensions, at the Board's sole discretion, provided Chabad Chayil is not in default of any of the terms of the Agreement and provides sixty (60) days written notice of its request to extend the term;
- Chabad Chayil shall pay an annual rent of \$1 to the Board;
- Chabad Chayil shall have use of the Parking Spaces during the hours of 3:30 p.m. to 5:30 p.m., Monday through Friday, for overflow parking purposes only. Chabad Chayil shall not use the Parking Spaces to meet parking requirements for its proposed facility by the local jurisdictional entities;
- the School shall have use of parking at Chabad Chayil's future facility on an as-needed basis;
- Chabad Chayil shall be responsible for all maintenance and utilities relating to its use of the Parking Spaces;
- Chabad Chayil shall be responsible for removal of trash and litter generated during its use of the Parking Spaces;
- in addition to an event of default, which is not cured, either party may cancel the Agreement, without cause or penalty, by giving the other party ninety (90) days prior written notice;
- Chabad Chayil shall hold harmless and indemnify the Board against any all liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons including death, or damage to tangible property arising out of or incidental to the performance of the Agreement by or on behalf of Chabad Chayil, whether or not due to or caused in part by the negligence or other culpability of the Board, excluding only the sole negligence or culpability of the Board;
- the Board shall indemnify and hold harmless Chabad Chayil, subject to the monetary limitations contained in Florida Statute, Section 768.28, from all liability which may arise as a result of the Board's negligence, actions or failure to act under the terms of the Agreement;
- Chabad Chayil agrees, at its own expense, and upon written request by the Board, to defend any suit, action or demand brought against the Board on any claim or demand arising out of, resulting from or incidental to performance under the Agreement;
- Chabad Chayil shall be required to provide the Board with insurance certificates

evidencing insurance coverages in the types and amounts of coverage as required by the Board's Office of Risk and Benefits Management, which may include, but are not necessarily limited to, general liability insurance, automobile liability insurance and workers' compensation insurance coverages. "The School Board of Miami-Dade County, Florida, and its members, officers and employees", shall be named as an additional insured on all liability coverages;

- Chabad Chayil shall comply with all applicable laws, rules, regulations, ordinances and codes of all governmental authorities, including, without limitation, the Americans with Disabilities Act and the Jessica Lunsford Act, as all may be further amended from time to time and to the extent required by applicable law;
- Chabad Chayil may not assign or sublet the Parking Spaces, or any portion thereof;
- the Agreement shall be deemed inferior and subordinate to any existing or future financing or conveyance by the Board of the School or any portions thereof;
- the Agreement shall be construed and enforced according to the laws of the State of Florida and the venue for any disputes shall be Miami-Dade County, Florida;
- in the event of any litigation between the parties under the Agreement, each party shall be responsible for its own attorney's fees and court costs through trials and appellate levels;
- in the event of damage or destruction of all or portions of the School parking lot, other than damage or destruction caused by Chabad Chayil, the Board may, at its sole option, either cancel the Agreement, or repair or replace the damaged facilities, at the Board's expense; and
- for purposes of the Agreement, the Superintendent of Schools, or his/her designee, shall be the party designated by the Board to grant or deny all approvals required under the Agreement, including, without limitation, renewing, extending, canceling and/or terminating the Agreement, establishing the location of the Parking Spaces, modifying the areas and periods of use, confirming the commencement date of the Agreement, and placing Chabad Chayil in default.

The Agreement will be reviewed by the School Board Attorney's Office and the Office of Risk and Benefits Management prior to execution. The Region Superintendent, North Region Office, and the School principal concur with entering into the Agreement.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the Superintendent to:

- 1) finalize negotiations and execute a lease agreement with Chabad Chayil, Inc., for use of a portion of the parking facilities at Aventura Waterway K-8 Center, located at 21101 NE 26 Avenue, for overflow parking purposes, under, substantially, the terms and conditions noted above; and
- 2) grant or deny all approvals required under the lease agreement, including renewing, extending, cancelling or terminating the lease agreement.

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