

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

SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE A LEASE AGREEMENT WITH THE MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY FOR USE OF A PAVED PARCEL LOCATED UNDERNEATH STATE ROAD 878 AT SW 80 STREET AND 71 AVENUE, FOR THE STAGING OF DISTRICT SCHOOL BUSES AND FOR LOADING AND UNLOADING STUDENTS RIDING THE METRORAIL

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

LINK TO

STRATEGIC PLAN: IMPROVE CONSTRUCTION SERVICES

Background

Since 1994, the District has utilized an approximate 37,125 square foot paved parcel of land located underneath State Road 878 at SW 80 Street and SW 71 Avenue (Property), for the staging of District school buses loading and unloading students riding the Metrorail (see location map). Approximately 100-150 students attending the Design and Architecture Senior High School, Maritime and Science Technology Academy and New World School of the Arts are shuttled by District school buses from the Dadeland North Metrorail station to this Property each afternoon, where the students board another District school bus that transports them home. The Florida Department of Transportation (FDOT) owns the Property, but operational and financial control was transferred to the Miami-Dade Expressway Authority (MDX) in 1996. Although a lease agreement between the District and FDOT previously existed, MDX has requested that the District enter into a new lease agreement with MDX to secure the District's continued use of the Property. The District's Department of Transportation has indicated a continuing need for this Property to serve students riding the Metrorail.

Proposed Lease Agreement

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

- a five-year term, with one five-year renewal option, upon terms to be negotiated at such time;
- annual rental rate of \$1;
- the District shall have full custody, right and use of the Property at all times;

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- the District shall be responsible for providing all maintenance, repairs and custodial services to the Property;
- the District shall be responsible for all utilities and operating expenses, if any, relating to the Property;
- either party may terminate the lease agreement at any time after the first year of the lease term, with 180 days prior written notice;
- either party may terminate the lease agreement with 10 days notice in the event of a default by the other party, which default is not cured;
- in the event MDX requires exclusive short-term use of the Property during the lease term, MDX may suspend the District's use of the Property for a period not to exceed 90 days. MDX shall make reasonable effort, in MDX's sole discretion and without obligation to do so, to not initiate such suspension period during the regular school year. The District's lease obligations shall be abated during such suspension period;
- in the event of an emergency or if urgent repairs/maintenance are required, MDX shall have the right to enter the Property, without notice, and suspend the lease provisions in order to take all actions necessary to address the emergency and/or urgent repairs/maintenance;
- the District shall indemnify, save, defend and hold MDX harmless against any claims, actions or liabilities which may arise as a result of the District's negligence, actions or failure to act under the terms of the lease agreement, to the extent of the limits of Florida Statutes, including all costs, expenses, reasonable attorneys fees and liabilities incurred or related to any action or proceeding brought against MDX;
- the District shall provide MDX with confirmation of the District's self insurance program on or before execution of the lease agreement, and the amount of coverage for public liability, automobile insurance and workers' compensation under said self-insurance program shall comply with the insurance requirements set forth in the proposed lease agreement;
- the District shall exempt MDX, its employees, legal representatives and contractors from the Jessica Lunsford Act (JLA) screening requirements. In compliance with section 1012.468, Florida Statutes, the District shall provide, at the District's cost and expense, a security guard or other District employee or contractor meeting the screening requirements of JLA, who shall be physically present on the Property at all times students may be present on the Property; 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 agreement.

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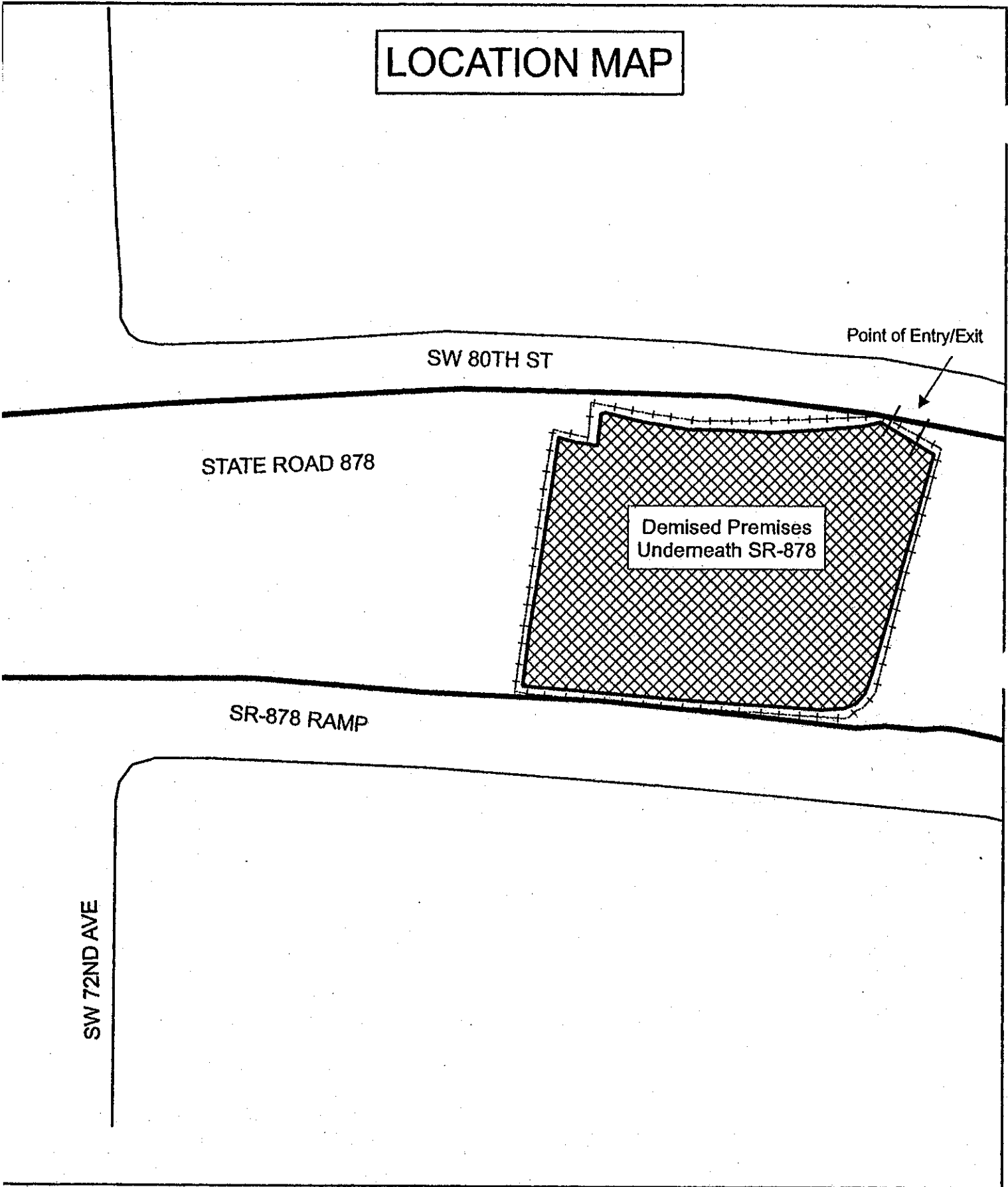
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The Administrative Director for the Department of Transportation concurs with the proposed lease agreement. The lease agreement has been reviewed by the School Board Attorney's Office and Office of Risk and Benefits Management.


RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the Superintendent to finalize negotiations and execute a lease agreement with the Miami-Dade County Expressway Authority, for use of a paved parcel located underneath State Road 878 at SW 80 Street and SW 71 Avenue, for the staging of District school buses and for loading and unloading students riding the Metrorail, at an annual rental rate of \$1, and substantially in conformance with the terms and conditions noted above.

MCA:mca

LOCATION MAP



Legend

 Demised Premises
(located underneath SR 878)
(not to scale)

