

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

SUBJECT: AUTHORIZE THE SUPERINTENDENT TO:

- 1) FINALIZE NEGOTIATIONS AND EXECUTE A LEASE AGREEMENT WITH OAK PLAZA ASSOCIATES (DEL), LLC, A DELAWARE LIMITED LIABILITY COMPANY ("OAK PLAZA") FOR 25 PARKING SPACES WITHIN A PARKING GARAGE LOCATED AT 3800 NE 1 AVENUE, MIAMI, FOR USE BY FACULTY, STAFF, INVITEES AND GUESTS AT THE DESIGN AND ARCHITECTURE SENIOR HIGH SCHOOL, LOCATED AT 4001 NE 2 AVENUE, MIAMI;

- 2) GRANT OR DENY ALL APPROVALS REQUIRED UNDER THE LEASE AGREEMENT, INCLUDING PLACING OAK PLAZA IN DEFAULT, AND RENEWING, EXTENDING, CANCELING OR TERMINATING THE AGREEMENT, AS MAY BE APPLICABLE

COMMITTEE: FACILITIES AND CONSTRUCTION

**LINK TO STRATEGIC
BLUEPRINT: EFFECTIVE AND SUSTAINABLE BUSINESS PRACTICES**

Since December 1990, the Board has leased a portion of railroad right-of-way behind the Design and Architecture Senior High School ("DASH"), located at 4001 NE 2 Avenue, from FDG Flagler Station II LLC ("FDG"), formerly known as Florida East Coast Railway, for 25 faculty parking spaces (see location map). FDG has notified the District that new rail infrastructure associated with 'All Aboard Florida' is planned to be constructed for use in expanding rail service along the right-of-way, and the development of this new railway equipment and relocation of certain utilities located within the right-of-way will conflict with continued use of the area for parking purposes. As such, in conformance with the terms of the lease agreement, FDG cancelled the agreement, effective September 17, 2015.

In response to the cancellation, District staff surveyed the area and investigated possible alternate parking facilities. Most private parking facilities in the immediate

vicinity of DASH are dedicated to tenants of adjoining office buildings, and no excess spaces are available for lease. The Miami Parking Authority, which operates three public parking lots south of DASH, has advised that the lots are operating at full capacity, and no spaces are currently available. Oak Plaza Associates ("Oak Plaza"), operates the City View Garage, located at 3800 N.E. 1 Avenue, Miami ("Parking Garage") to serve local employee and retail customer needs, and has offered to make 25 spaces available for immediate use. However, given the potential increase in seasonal parking needs associated with retail customer use, Oak Plaza will retain the ability to decrease the number of parking spaces made available to DASH, or cancel the lease agreement, at its option, with 30 days prior notice.

The standard lease rate for use of the Parking Garage is \$150 per month. However, Oak Plaza has offered to make 25 spaces available within the Parking Garage for District use, at \$75 per space per month. The City of Miami charges a 15% Parking Surcharge on all commercial parking facilities, which will increase the total access card cost to \$86.25 (total of \$2,156.25 per month). Had the lease agreement with FDG renewed, it was anticipated that the lease rate would have increased in December by a minimum of 5% from the current \$54.60 per space per month (total of \$1,365 per month), to \$57.33 per space per month (total of \$1,433 per month). The attached Rent Schedule itemizes costs at other locations where parking facilities are provided to District staff under a lease agreement.

Due to the continued need for faculty parking at DASH and lack of a viable alternative, it is recommended that the Board authorize the Superintendent to finalize negotiations and execute a lease agreement with Oak Plaza Associates, at a lease rate of \$75 per space per month, plus the City of Miami Surcharge. No physical improvements requiring the use of District funds will be necessary as a result of the proposed Board action.

Proposed Lease Agreement

The Deputy Superintendent/Chief Operating Officer, School Operations, recommends entering into the above referenced lease agreement for 25 parking spaces for use by faculty of DASH. Accordingly, it is recommended that the Board authorize entering into a lease agreement ("Lease Agreement") with Oak Plaza Associates under, substantially, the following terms and conditions:

- the District will have 24 hour access to the Parking Garage, located at 3800 N.E. 1 Avenue, Miami (see location map);
- DASH faculty will be issued individual Parking Garage access cards, and will have non-reserved use of any of the parking spaces within the Parking Garage assigned by Lessor;
- rent at \$75 per month per card, plus a 15% City of Miami Parking Surcharge of \$11.25, for a total access card cost of \$86.25 (total of \$2,156.25 per month for 25 access cards);

- the term of the Lease Agreement shall commence upon issuance of the Parking Garage access cards, and shall continue uninterrupted, on a month-to-month basis, thereafter, until cancelled or terminated by either Party;
- either Party shall have the right to reduce the number of Parking Garage access cards, or cancel the Lease Agreement, with 30 days advance written notice;
- Oak Plaza will, at its sole cost and expense, manage the Parking Garage as necessary, and shall retain all responsibility for maintenance and upkeep of the Parking Garage, including utilities;
- In the event the Parking Garage, or any portion thereof, should be destroyed or so damaged to the extent that they are rendered partially or totally untenable, the District's responsibility for the payment of rent, shall be reduced proportionally;
- The District may, at its option, reduce the number of parking cards or toll the Agreement during any period when school is not in session (e.g. Summer Recess), by providing Oak Plaza with a minimum of 30 days prior notice;
- the Board shall indemnify and hold Oak Plaza harmless, 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 Lease Agreement;
- the Lease 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 Lease Agreement, each Party shall be responsible for its own attorney's fees and court costs through trials and appellate levels;
- for purposes of the Lease Agreement, the Superintendent of Schools or his/her designee shall be the party designated by the Board to reduce the number of Parking Garage access cards and toll the Agreement; and
- in addition to the above, for purposes of the Lease Agreement, the Superintendent of Schools shall be the party designated by the Board to grant or deny any approvals required by the Lease Agreement, including, without limitation, amending any of the exhibits to the Lease Agreement, renewing, extending, canceling or terminating the Lease Agreement, and placing Oak Plaza in default.

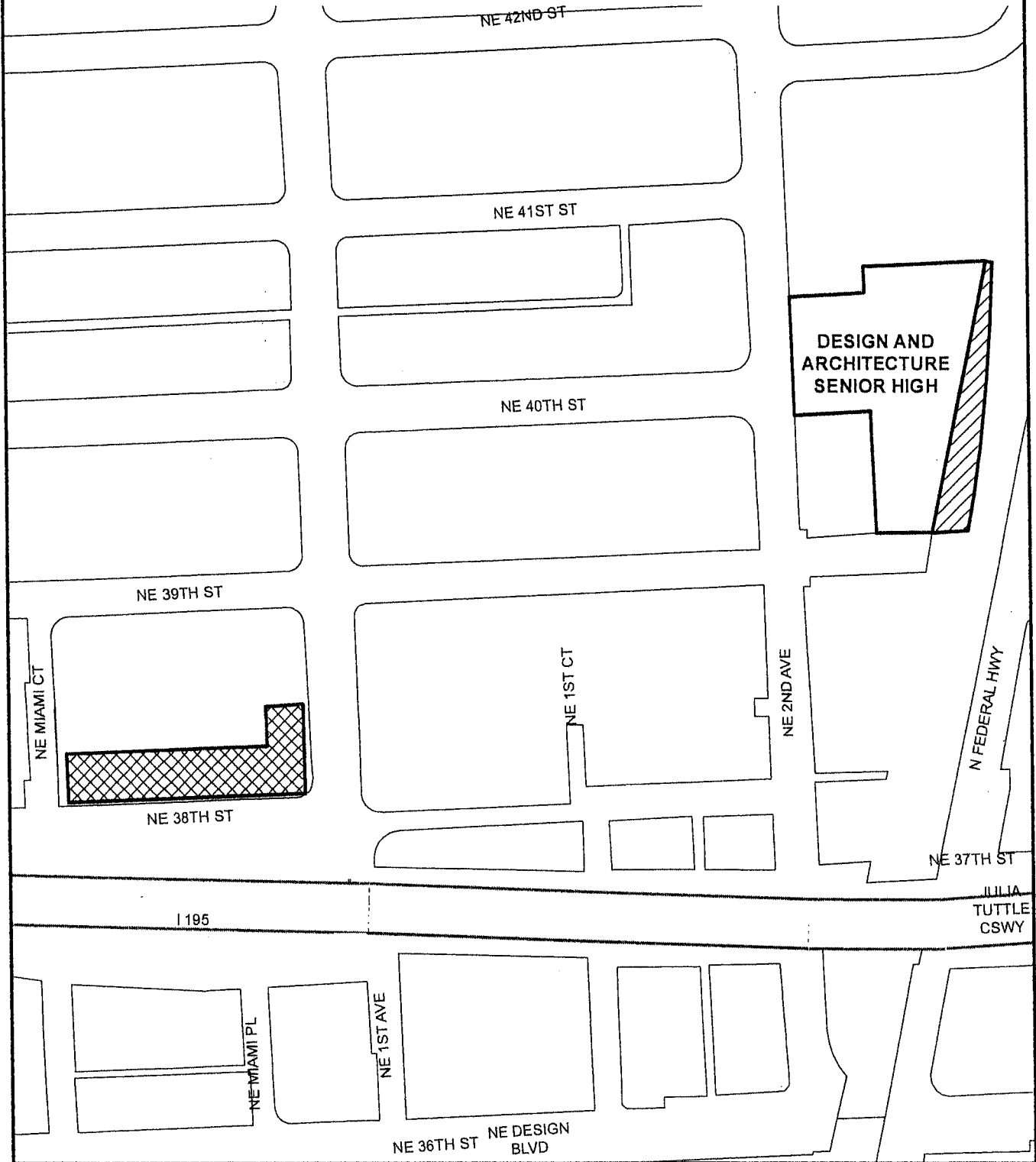
The proposed Lease Agreement will be reviewed by the School Board Attorney's Office and the Office of Risk and Benefits Management for legal sufficiency and risk

management issues, respectively, prior to execution.



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

1. finalize negotiations and execute a lease agreement with Oak Plaza Associates (DEL), LLC, a Delaware Limited Liability Company ("Oak Plaza"), for 25 parking spaces within a parking garage located at 3800 N.E. 1 Avenue, Miami, for use by faculty, staff, invitees and guests at the Design And Architecture Senior High School, located at 4001 NE 2 Avenue, Miami, at a total monthly cost of \$86.25 per space, and substantially in conformance with the other terms and conditions noted above; and
2. grant or deny all approvals required under the Lease Agreement, including placing Oak Plaza in default, and renewing, extending, canceling or terminating the Agreement, as may be applicable.

LOCATION MAP



Legend

-  Former parking lot
-  City View Parking Garage



RENT SCHEDULE

Leased Parking Facilities

Location of Parking Facility	# of spaces	Amount of Rent	Use
1. Half Half-Circle Property (DEL.) LLC, 3930 NE 2 nd Ave. (surface lot)	25	\$853.75 monthly rate (\$34.15/space/month)	Serves faculty at DASH
2. Miami Parking Authority 40 NW 3 Street (garage)	45	\$4,049.55 monthly rate (\$89.99/space/month)	Serves faculty at New World School of the Arts
3. Town of Bay Harbor Islands (garage)	120	\$7,200 monthly rate (\$60/space/month)	Serves faculty and staff at Ruth K. Broad/Bay Harbor K-8 Center