

Office of School Facilities
Raul F. Perez, Chief Facilities Design & Construction Officer

SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE A NON-EXCLUSIVE LEASE AGREEMENT WITH THE ADRIENNE ARSHT CENTER TRUST, INC. (“TRUST”), FOR USE BY THE TRUST OF ONE OR MORE PARKING LOTS AT THE SCHOOL BOARD ADMINISTRATION COMPLEX, TO SERVE THE ADRIENNE ARSHT CENTER

COMMITTEE: FACILITIES AND CONSTRUCTION

LINK TO STRATEGIC PLAN: EFFECTIVE & SUSTAINABLE OPERATIONAL PRACTICES

Background

The Adrienne Arsht Center Trust, Inc. (the “Trust”) has been organized and operates exclusively for educational, cultural and charitable purposes to support the Adrienne Arsht Center for the Performing Arts of Miami-Dade County (the “Arsht Center”). Miami-Dade County (“County”) owns the site on which the Arsht Center is located, as well as the Arsht Center facilities themselves, and entered into an Operating Management Agreement with the Trust to oversee the planning, design, construction and operation of the Arsht Center. The Arsht Center, which operates as a 501(c)(3) entity under the Internal Revenue Code of 1986, has approached the District advising of its critical need to locate and utilize parking facilities in the immediate vicinity of the Arsht Center to serve its staff, production personnel, patrons and guests. District staff and representatives of the Arsht Center have held discussions concerning the possible use by the Arsht Center of one or more of the Board-owned parking lots during days and times that will not conflict with the District’s office and educational operations at the School Board Administration Building (“SBAB”) and ancillary buildings and facilities located adjacent to the SBAB (collectively, the “SBAB Complex”).

Under the terms of the proposed parking agreement, the Arsht Center will have use of three (3) surface parking lots within the SBAB Complex (see Attachment One), with the ability to expand use of additional parking facilities, subject to the approval of the Superintendent. As compensation to the Board, the Trust shall pay to the Board, on a monthly basis and without demand, fifty percent (50%) of the Trust’s gross revenues for the preceding monthly period, along with a detailed report substantiating the amount of the Trust’s gross revenues paid to the Board for the subject month. Additional details and terms of the proposed agreement are set forth below.

Proposed Non-Exclusive Lease Agreement

The Chief Facilities Design & Construction Officer, Office of School Facilities, and Chief Operating Officer, School Operations, recommend entering into the Non-Exclusive Lease Agreement (“Agreement”). Accordingly, it is recommended that the Superintendent be authorized to finalize negotiations and execute an Agreement between the Board and the Trust under, substantially, the following terms and conditions:

- Effective with the Commencement Date of the Agreement, the Trust shall have non-exclusive use of the surface parking lot located at the corner of N.E. 14 Street and N.E. 2 Avenue, consisting of approximately 125 parking spaces, the surface parking lot located at the corner of N.E. 15 Street and N.E. 1 Avenue, consisting of approximately 188 parking spaces, and the surface parking lot located at the corner of N.E. 16 Street and N.E. 1 Avenue, consisting of approximately 76 parking spaces (collectively referred to as the “Demised Premises”);
- In the event the Trust seeks to use additional parking facilities under the Agreement, the Trust shall make such a request to the Board at least sixty (60) days prior to the effective date of such proposed use, for review and consideration by the Superintendent, which the Superintendent, at his sole authority, may approve or disapprove;
- The initial term of the Agreement shall be for a period of one (1) year. The term may be extended, at the sole option of the Board, under the same terms and conditions, for two (2) additional terms of one (1) year each, provided the Trust gives written notice to the Board requesting an extension no later than ninety (90) days prior to the expiration of the then current term;
- In addition to an uncured default and damage & destruction, the Trust shall have the right to cancel the Agreement at any time, without penalty, by giving the Board written notice at least thirty (30) days prior to the effective date of said cancellation. In addition to an uncured default and damage & destruction, the Board shall have the right to cancel the Agreement at any time, without penalty, by giving the Trust written notice at least ninety (90) days prior to the effective date of said cancellation;
- As consideration for its use and occupancy of the Demised Premises, the Trust shall pay to the Board, on a monthly basis and without demand, fifty percent (50%) of the Trust’s gross revenues for the preceding monthly period, along with a detailed report substantiating the amount of the Trust’s gross revenues paid to the Board for the subject month. The term gross revenues shall include all funds received for use of Board-owned parking facilities, including, but not limited to parking vouchers, self-parking charges, and valet parking services, and shall not include any operating or other expenses related to the provision of parking services under the Agreement;
- The Board, at all times during the term of the Agreement and for a period of up to three (3) years following the termination or cancelation of the Agreement, shall have the right to audit, or cause to be audited, those books and records of the Trust which are related to the Trust’s performance under the Agreement;
- The Trust’s use of the Demised Premises shall be limited to evenings, weekends and District holidays. As a condition of entering into the Agreement, the Trust acknowledges and agrees that the Trust’s use of the Demised Premises shall not in any way disrupt or interfere with the Board’s use of the Demised Premises for its daily operations, School Board meetings or other special Board or District events or functions;
- The Trust shall provide proper supervision of the Demised Premises using trained and qualified personnel, and keep it safe and secure at all times during each daily

period Trust has use of the Demised Premises. The Demised Premises shall be attended at all times during each daily period the Trust has use of the Demised Premises, at Trust's sole cost and expense, by at least one uniformed parking attendant, and if necessary, by such additional personnel as may be required to comply with the terms of the Agreement, and to maintain the Demised Premises safe and secure;

- For purposes of the Agreement, the Superintendent or his/her designee shall be the party designated by the Board to grant or deny any and all approvals required by the Agreement dealing with the Trust's hours of operation, temporary or permanent reduction in the Trust's available parking spaces, temporary reduction or closure of the Demised Premises, or any other operational issues; and
- In addition to the above, the Superintendent shall also be the party designated by the Board to execute amendments to the Agreement within the authority granted to the Superintendent by the BOARD in the Agreement, including amending the Agreement to expand or decrease the Demised Premises subject to his determination that it is in the best interest of the School District, and to grant or deny any approvals required by the Agreement, including without limitation, placing the Trust in default, and renewing, extending, cancelling or terminating the Agreement as provided in the Agreement.

The proposed Agreement has been reviewed and approved for legal sufficiency by the School Board Attorney's Office, as well as reviewed by the Office of Risk and Benefits Management and found to be in compliance with risk management requirements. The Agreement can be found by accessing the following link:

[ARSHT CENTER Parking Agreement](#)

RECOMMENDED:

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

- 1) finalize negotiations and execute a Non-Exclusive Lease Agreement with the Adrienne Arsht Center Trust, Inc. ("Trust"), for use by the Trust of one or more parking lots at the School Board Administration Complex, to serve the Adrienne Arsht Center, substantially as set forth in the agenda item;
- 2) execute amendments to the Agreement within the authority granted to the Superintendent by the Board in the Agreement, including amending the Agreement to expand or decrease the Demised Premises subject to his determination that it is in the best interest of the School District;
- 3) grant or deny any approvals required by the Agreement, including without limitation, placing the Trust in default, and renewing, extending, cancelling or terminating the Agreement as provided in the Agreement; and
- 4) execute any and all documentation which may be required by all applicable jurisdictional agencies in order to issue any required permit or license relating to the Demised Premises, at no cost to the Board.

MAL

Attachment One



"Demised Premises"



Not to scale