

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

SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE A NON-EXCLUSIVE LEASE AGREEMENT BETWEEN THE SCHOOL BOARD, AND TEMPLE BETH SHOLOM, INC. (“TEMPLE”), A FLORIDA NOT-FOR-PROFIT CORPORATION, FOR USE BY THE TEMPLE OF THE PARKING LOT AT NORTH BEACH ELEMENTARY SCHOOL, LOCATED AT 4100 PRAIRIE AVENUE, MIAMI BEACH, FLORIDA

COMMITTEE: FACILITIES AND CONSTRUCTION

LINK TO STRATEGIC PLAN: EFFECTIVE & SUSTAINABLE OPERATIONAL PRACTICES

Background

Temple Beth Sholom, Inc. (“Temple”), a Florida not-for-profit corporation, owns and operates Temple Beth Sholom, located at 4144 Chase Avenue, Miami Beach, immediately across the street from North Beach Elementary School (“School”), located at 4100 Prairie Avenue, Miami Beach. The School and Temple have maintained a longstanding cordial and mutually beneficial relationship for many years, during which time the Temple made use of the School’s parking lot to serve its members, and the School used the Temple’s meeting space for the School’s promotion ceremony. The Temple has advised of a continuing and chronic shortage of vehicular parking facilities to serve its ongoing parking requirements, resulting in a critical need to locate and utilize parking facilities in the immediate vicinity of the Temple. The Temple has approached the Board with a request to utilize parking facilities at the School during days and times that will not conflict with the School’s educational operations. In developing a proposed lease agreement, a rental amount of \$833.33 per month has been established, along with appropriate operational criteria, as set forth below.

Proposed Board Action

As indicated above, the School and Temple have enjoyed a long-standing mutually beneficial relationship. As such, and to assist the Temple with meeting its critical parking requirements, staff is recommending that the Board authorize the Superintendent to finalize negotiations and execute a lease agreement with the Temple, under terms and conditions acceptable to the District, upon a determination by the Board that such an agreement would be in the best interest of the Board.

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Proposed Non-Exclusive Lease Agreement

The Chief Operating Officer, School Operations, recommends entering into a non-exclusive lease agreement (“Lease Agreement”) with the Temple for this purpose. Accordingly, it is recommended that the Board authorize the Superintendent to finalize negotiations and execute a Lease Agreement with the Temple, under, substantially, the following terms and conditions:

- the Temple shall have non-exclusive use of the School’s parking lot, consisting of 73 parking spaces, Monday through Friday from 5:00 pm to 10:00 pm, Saturday from 9:00 a.m. to 10:00 p.m., and on District holidays from 5:00 p.m. the previous day to 5:00 a.m. the following day;
- the lease term shall be for a period of one (1) year, unless terminated sooner as provided for in the Lease Agreement (the “Initial Lease Term”);
- the term of the Lease Agreement may be extended, at the sole option of the Board, for two (2) additional terms of one (1) year each, provided the Temple is not in default of the terms of the Lease Agreement and gives written notice seeking such an extension a minimum of ninety (90) days prior to the end of the Initial Lease Term or the then current term;
- the annual rental rate for the Initial Lease Term shall be Ten Thousand Dollars (\$10,000). The annual rental rate for each extension period shall increase on the anniversary date of the Commencement Date, by the percent amount set forth in the Consumer Price Index For All Urban Consumers (“CPI”) for the month preceding the Commencement Date, over the prior year’s annual rental rate;
- the Temple shall have the right to cancel the Lease Agreement in the event of default by the Board, which default is not cured within the applicable timeframes, and in the event of damage or destruction of the parking facilities. In addition, the Temple shall have the right to cancel the Lease Agreement at any time, without cause or penalty, by providing the Board with thirty (30) days advance written notice;
- the Board shall have the right to cancel the Lease Agreement in the event of default by the Temple, which default is not cured within the applicable timeframes, and in the event of damage or destruction of the parking facilities. In addition, the Board shall have the right to cancel the Lease Agreement, without cause or penalty, at any time during the Initial Lease Period or any extensions thereof by providing the Temple with ninety (90) days advance written notice;
- the Temple shall accept the School parking lot in its “as-is”, “where-is” condition and basis with all faults as of the Commencement Date of the Lease Agreement, and the Board shall not provide any capital improvements or complete any repairs within the parking lot or elsewhere on the Board-owned land as a

provision of the Lease Agreement;

- the Temple shall be responsible for complying with any and all applicable City of Miami Beach Parking Ordinances, including payment of any and all required permits and fees, and shall comply with all applicable provisions of the Parking Ordinances, including, without limitation, submitting all required documentation;
- the Temple shall reimburse the District for any and all actual costs borne by the District related to the Temple's use of the parking lot, including without limitation, overtime cost for District personnel, removal by District staff of garbage or trash from the parking lot, removal of unauthorized vehicles, use of the District's consumable materials, and repair or replacement of District equipment or facilities;
- as a material inducement to the Board to enter into the Lease Agreement, the Temple acknowledges and agrees that the Temple's use of the parking lot shall not in any way disrupt or interfere with the School's use of the parking lot for its daily operations, or other special School or District events or functions;
- the Temple shall provide proper supervision of the leased area using trained and qualified personnel, and keep it safe and secure at all times during each daily period the Temple has use of the parking lot;
- the Temple shall provide the Board with confirmation of the Temple's self-insurance program, or, in the alternative, proof of insurance evidencing insurance coverage and limits meeting the District's minimum requirements;
- for purposes of the Lease Agreement, the Superintendent of Schools or his/her designee shall be the party designated by the Board to grant or deny any and all approvals required under the Lease Agreement dealing with the Temple's hours of operation, temporary or permanent reduction in the Temple's available parking spaces, temporary reduction or closure of the parking lot, or any other operational issues; and
- in addition to the above, the Superintendent of Schools shall also be the party designated by the Board to execute amendments to the Lease Agreement within the authority granted to the Superintendent by the Board in the Lease Agreement, and to grant or deny any approvals required by the Lease Agreement, including placing the Temple in default, and renewing, extending, canceling or terminating the Lease Agreement.

The proposed Lease Agreement has been reviewed by the School Board Attorney's Office and the Office of Risk and Benefits Management for legal sufficiency and risk management issues, respectively, and found to be in compliance. A copy of the Lease Agreement in its final form can be found at the following link:

[Temple Beth Shalom Parking Agreement](#)

RECOMMENDED:

That The School Board of Miami-Dade County, Florida, upon its determination that entering into the agreement described herein is in the best interest of the Board, authorize the Superintendent to finalize negotiations and:

- 1) execute a Non-Exclusive Lease Agreement between the School Board, and Temple Beth Shalom, Inc. ("Temple), a Florida not-for-profit corporation, for use by the Temple of the parking lot at North Beach Elementary School, located at 4100 Prairie Avenue, Miami Beach, Florida, substantially in conformance with the terms and conditions set forth in the agenda item;
- 2) grant or deny any and all approvals required under the Lease Agreement dealing with the Temple's hours of operation, temporary or permanent reduction in the Temple's available parking spaces, temporary reduction or closure of the parking facilities, as well as routine operational issues; and
- 3) execute amendments to the Lease Agreement within the authority granted him by the School Board in the Lease Agreement, and to grant or deny any approvals required under the Lease Agreement, including placing the Temple in default, and renewing, extending, canceling or terminating the Lease Agreement.

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