

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 SOUTH FLORIDA STADIUM, LLC (“SFS”), A FLORIDA LIMITED LIABILITY COMPANY, DOING BUSINESS AS HARD ROCK STADIUM, FOR USE BY SFS OF THE PARKING FACILITIES AT NORWOOD ELEMENTARY SCHOOL, LOCATED AT 19810 N.W. 14 COURT, MIAMI GARDENS, FLORIDA

COMMITTEE: FACILITIES AND CONSTRUCTION

LINK TO STRATEGIC PLAN: EFFECTIVE & SUSTAINABLE OPERATIONAL PRACTICES

Background

South Florida Stadium, LLC (“SFS”), a Florida limited liability company, d/b/a Hard Rock Stadium (“Stadium”), operates a number of off-site parking facilities to service the overflow parking needs of the Stadium during Miami Dolphin football games and other events held at the Stadium. SFS has utilized parking facilities at Norwood Elementary School (“School”), located at 19810 N.W. 14 Court, Miami Gardens, for the last several years to address this overflow parking need. SFS has advised of an ongoing need to secure use of parking facilities in the immediate vicinity of the Stadium, and has approached the Board with a request to continue utilizing parking facilities at the School, during days and times that will not conflict with the School’s educational operations. The District and the Dolphin organization have maintained a longstanding cordial and mutually beneficial relationship for many years, during which time significant funding was provided to the Foundation for New Educational Initiatives, Dolphin players participated in a number of High School engagement activities, donations of equipment and supplies were made to District high schools, and funds were secured for the renovation of football facilities at Miami Beach Senior High School and Nathaniel Traz Powell stadium.

SFS is seeking continued use of the School’s playfield for this purpose, with an estimated capacity of 500 cars per event. In developing a proposed lease agreement, a rental amount of \$1,500 has been established for each individual use for the first year of the proposed agreement. If the District authorizes the two (2) available extensions, as set forth below, the rental rate will increase during the second year to \$3,000 for each individual use, and \$5,000 for each individual use during the third year.

To assist SFS with meeting its critical parking requirements, staff is recommending that the Board authorize the Superintendent to finalize negotiations and execute a lease agreement with SFS, 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.

Proposed Non-Exclusive Lease Agreement

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

- SFA shall have non-exclusive use of the School’s playfield, with a capacity of approximately 500 parking spaces, for the specific and limited purpose of providing parking facilities to its guests and employees during SFS events and functions being held at the Stadium, in conformance with and limited to a use schedule agreed to in advance by the District, and for no other purpose;
- in order to address usage of the parking facilities by SFS during the 2022-23 football season, the Lease Agreement shall have an initial lease term commencing as of September 11, 2022, and terminating January 8, 2023 (the ‘Initial Lease Term”). Rent shall be due and payable to the District, in arrears, at \$1,500 for each individual use made by SFS during this period;
- the term of the Lease Agreement may be extended subsequent to the end of the Initial Lease Term for two (2) extension periods, at the request of SFS, and subject to review and approval by the Superintendent, in his sole authority (“Extension of Lease Term”). The first Extension of Lease Term shall be for the use of parking facilities at the School for the 2023-2024 football season (“First Extension Period”), and the second Extension of Lease Term shall be for the use of parking facilities at the School for the 2024-2025 football season (“Second Extension Period”). In each instance, SFS shall provide a proposed schedule of use, which the District may approve or deny in its sole authority;
- effective with the commencement of the First Extension Period, the rent shall be \$3,000.00 for each individual use by SFS of the parking facilities at the School. Effective with the commencement of the Second Extension Period, the rent shall be \$5,000.00 for each individual use by SFS of the parking facilities at the School;
- in the event SFS seeks continued use of the School’s playfield in addition to those events previously agreed to in the use schedule (“Temporary Extension”), such use shall be limited strictly to accommodate post-season activities at the Stadium due to an extended football schedule, and shall be at the sole discretion

of the Superintendent. The rent to be paid to the Board for each use during an Temporary Extension shall be as agreed to by the Parties due to the nature of the event being served, but shall in all instances be a minimum of the then current rental rate per event;

- SFS shall reimburse the District for any and all costs borne by the District related to SFS's parking operations at the School, including without limitation, overtime cost for District personnel; vandalism; removal by District staff of garbage, trash or debris from the School; removal of unauthorized vehicles; removal of portable toilets; use of the District's supplies and/or consumable materials; and repair or replacement of District equipment or facilities;
- SFS 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, SFS 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 SFS, 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 Lease Term by providing SFS with ninety (90) days advance written notice;
- SFS shall accept the School's playfield 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 playfield or elsewhere on the Board-owned land as a provision of the Lease Agreement;
- SFS shall be responsible for complying with any and all applicable City of Miami Gardens 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;
- as a material inducement to the Board to enter into the Lease Agreement, SFS acknowledges and agrees that SFS's use of the parking facilities shall not in any way disrupt or interfere with the School's use of the playfield for its daily operations, or other special School or District events or functions;
- as a condition of entering into the Lease Agreement, SFS acknowledges and agrees that it shall work through the District's Police Department to secure the services of one or more off-duty District Police Officers, at SFS's sole cost and

expense, to be stationed at the School at all times during SFS's use of the parking facilities. In addition, SFS 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 SFS has use of the parking facilities. SFS shall assign a representative to coordinate on a regular and ongoing basis with the School Administrator, and shall provide the School Administrator with telephone, text and/or email information in order to allow the School Administrator to contact the SFS representative at all times during SFS's period of use;

- SFS acknowledges and agrees that the School Board, at its sole option, may require SFS to increase, augment or modify the supervision and security provisions, including those dealing with quantity and placement of off-duty District Police Officers, vehicle parking, and pedestrian ingress/egress to the playfield, and failure to meet these requirements shall be deemed a material breach of the Lease Agreement, and may result in the termination of the Lease Agreement by the Board, at the Board's sole option;
- Maintenance and cleaning of the School resulting from SFS'S use of the parking facilities, including removal of portable toilets, damage to turf and/or irrigation systems, and litter pick-up and removal, shall be performed by SFS prior to the School's next use of the impacted area;
- SFS shall provide the Board with confirmation of SFS's self-insurance program, or, in the alternative, proof of insurance evidencing insurance coverage and limits meeting the District's minimum requirements;
- SFS shall be responsible for collection and payment of any taxes, fees or other assessments, including but not limited to sales tax, ad valorem tax, all licenses, permits, surcharges, or other taxes which may be imposed on the playfield or other Board-owned property, as a result of the leasing, use and occupancy of the parking facilities by SFS;
- 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 SFS's schedule of use or hours of operation, temporary or permanent reduction in SFS's available parking spaces, temporary reduction or closure of the parking facilities, 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 SFS in default, authorizing a Temporary Extension,

authorizing the two Extension of Lease Term periods (as set forth above), and canceling or terminating the Lease Agreement.

The proposed Lease Agreement has been reviewed by the Office of General Counsel 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 Non-Exclusive Lease Agreement in its final form can be found at the following link:

[Lease Agreement - South Florida Stadium, LLC](#)

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 South Florida Stadium, LLC (“SFS”), a Florida limited liability company, doing business as Hard Rock Stadium, for use by SFS of the parking facilities at Norwood Elementary School, located at 19810 N.W. 14 Court, Miami Gardens, 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 Non-Exclusive Lease Agreement dealing with SFS’s schedule of use or hours of operation, temporary or permanent reduction in SFS’s available parking spaces, temporary reduction or closure of the parking facilities, as well as routine operational issues; and

3) execute amendments to the Non-Exclusive Lease Agreement within the authority granted him by the School Board in the Non-Exclusive Lease Agreement, and to grant or deny any approvals required under the Non-Exclusive Lease Agreement, including placing SFS in default, authorizing a Temporary Extension, authorizing the two Extension of Lease Term periods (as set forth in the agenda item), and canceling or terminating the Non-Exclusive Lease Agreement.

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