

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

**SUBJECT: THAT THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AUTHORIZE THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE A THIRD AMENDMENT TO THE LEASE AGREEMENT WITH NORTHSIDE CENTRE, LLC, FOR USE OF OFFICE/RETAIL SPACE, LOCATED AT 7900 NW 27 AVENUE, MIAMI, FLORIDA, FOR THE OPERATION OF A MIAMI-DADE COUNTY PUBLIC SCHOOLS PARENT ACADEMY COMMUNITY RESOURCE HUB**

**COMMITTEE: FACILITIES AND CONSTRUCTION**

**LINK TO STRATEGIC PLAN: EFFECTIVE AND SUSTAINABLE OPERATIONAL PRACTICES**

Background Information

In 2007, the District entered into a lease agreement (“Agreement”) for use of 2,056 square feet of office/retail space within the Northside Shopping Center, located at 7900 NW 27 Avenue, Miami, Florida (“Shopping Center”), to operate a Miami-Dade County Public Schools Parent Academy Community Resource Hub. The current term of the Agreement expires on July 29, 2023, and there are no extension periods available to the Board under the Agreement. The Office of Intergovernmental Affairs and Community Engagement, which currently manages the operations of the Community Resource Hub, has indicated a continuing need for the leased space and, as such, District staff reached out to the landlord (Northside Centre, LLC) to explore an extension of the term. The landlord has agreed to a two (2) year extension, with no additional extension periods, which will be facilitated through a third lease amendment to the Agreement (“Amendment”). The landlord has advised that rental rates have increased substantially within the Shopping Center. However, given our longstanding relationship and continuing service to the community, the new rental rate proffered to the District is well below the rate offered to other prospective tenants. The rental rate for the first annual period will increase by 10% from the current \$34,109.04 to \$37,519.92. The rental rate for the second annual period will increase by 3% to \$38,645.52.

As noted above, the leased space serves as a Community Resource Hub (“CRH”) for parents and families of students, including those eligible for Title I Program services and participating in the District’s Family and Community Engagement initiatives. Specifically, the CRH offers internet/technology access, parenting classes, workshops, homework help, community service referrals and other parent/child centered activities to these families, free of cost. In addition, the location of the CRH within the Shopping Center provides the opportunity to reach and engage more families due to the added exposure and convenience of being located in close proximity to other social services, state agencies, and various retail stores.

### Lease Amendment

Family and Community Engagement recommends that, upon a determination by the Board that such an agreement would be in the best interest of the Board, the Board enter into a lease amendment with Northside Centre, LLC to extend the term of the Agreement for an additional two (2) year period (from July 30, 2023, to July 29, 2025) under, substantially, the following terms and conditions:

- the term of the Agreement shall be extended for the two-year period commencing July 30, 2023 and ending July 29, 2025;
- the annual rental for the period of July 30, 2023 - July 29, 2024, shall be \$37,519.92. The annual rental rate for the period of July 30, 2024 – July 29, 2025 shall be \$38,645.52;
- in addition to damage or destruction, an uncured default, or the loss of federal funds or other funding sources, the District will have the right to terminate the Agreement with 120 days advance written notice to the landlord.

All other terms and conditions of the Agreement will remain unchanged, including the following:

- in addition to rent, the District will continue to reimburse the Shopping Center for the CRH's proportional share of common area maintenance on an annual basis, which includes real estate taxes, insurance, utilities, security, signage, exterior lighting, general repairs, common area trash removal, and maintenance to parking lots, landscaping and other common areas;
- other than in the event of default by the District, which default is not cured, the landlord may not cancel the Agreement;
- the District shall continue to be responsible for all utilities serving the leased space;
- the District shall continue to be responsible for all routine maintenance and custodial services for the interior of the leased spaced. The Shopping Center shall continue to be responsible for all other maintenance (unless such maintenance is caused by the actions of the District), including landscaping and parking lot maintenance, exterior lighting, exterior painting, major building systems (i.e., roof, structural, mechanical, electrical and plumbing), and all building capital repairs/replacements (i.e., HVAC, electrical, plumbing, etc.);

The proposed Lease Amendment has been reviewed by the School Board Office of the 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 Amendment in its final form is attached hereto as Exhibit "A".

**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 execute a Third Amendment to the Lease Agreement with Northside Centre, LLC, for use of office/retail space, located at 7900 NW 27 Avenue, Miami, Florida, for the operation of a Miami-Dade County Public Schools Parent Academy Community Resource Hub, for the period commencing July 30, 2023 and ending July 29, 2025, and under, substantially, the other terms and conditions noted in the agenda item.

# EXHIBIT "A"

## THIRD AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT (the "Amendment") is made and entered into as of July 28, 2023 by The School Board of Miami-Dade County, Florida ("Tenant") and Northside Centre, LLC ("Landlord") as successor in interest to 7900 N.W Avenue, LLC ("Original Landlord")

### RECITALS

- A. **Whereas**, on or about September 10<sup>th</sup>, 2007, the Tenant and Original Landlord entered into a certain lease, as later amended by Lease Addendum to Lease Agreement dated January 10<sup>th</sup>, 2008, as later amended by the Second Amendment to Lease Agreement dated May 23<sup>rd</sup>, 2018, collectively (the "Lease") whereby Landlord is leasing to Tenant the premises located at 7900 NW 27<sup>th</sup> Avenue, Suite #F-9, Miami, FL 33147 (the "Premises");
- B. **Whereas**, the Lease term is set to expire on July 29<sup>th</sup>, 2023, and;
- C. **Whereas**, Tenant and Landlord desire to extend and amend certain provisions of the Lease by this Amendment,

**NOW THEREFORE**, in consideration of the mutual promises expressed herein, the parties agree as follows:

- 1. All of the above recitals are true and correct and incorporated herein as if fully set forth.
- 2. Landlord and Tenant agree the term of the Lease shall be extended for an additional two (2) years commencing July 30<sup>th</sup>, 2023, and expiring July 29<sup>th</sup>, 2025, hereinafter the ("Extended Term").
- 3. Commencing July 30<sup>th</sup>, 2023, the monthly Base Rent shall be of \$3,126.66.
- 4. Commencing July 30<sup>th</sup>, 2024, the monthly Base Rent shall be of \$3,220.46.
- 5. During the Extended Term Tenant shall continue to pay Tenant's monthly proportionate share of common area maintenance expenses ("CAM") and any other monthly charges as provided in the Lease.

6. In addition to any other remedies available to the parties, as set forth in Article XIII of the Lease, provided Tenant is not in monetary default beyond any applicable cure period, Tenant shall have the right to terminate the Lease Agreement at any time during the Extended Term upon giving written notice of such termination to Landlord no less than one hundred twenty (120) days prior to Lease Termination. If the last day of the one hundred twentieth (120th) day notice does not land on the last day of a calendar month, then the early termination of the Lease shall be automatically extended to the last day of said calendar month. Tenant shall be responsible for all rents, additional rents, and utilities through and including the Termination Date or the date that Tenant surrenders the Premises to Landlord in broom swept condition, whichever occurs last.
7. This Amendment may be executed in counterparts with the same force and effect as if all signatures were set forth in a single instrument.
8. Facsimile or electronic signatures to this Amendment shall be accepted as originals.
9. Tenant acknowledges that the Landlord is in full compliance with the Lease and that Tenant has no claims whatsoever against Landlord as of the date hereof.
10. In the event of any conflict between the terms of this Amendment and the terms of the Lease, it is expressly agreed that the terms of the Amendment shall control. All of the other terms and conditions of the Lease, except as herein modified are hereby ratified and approved and shall continue in full force and effect as originally written. Capitalized terms not defined herein shall have the same definitions as provided for in the Lease.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment or caused this Amendment to be duly executed under seal as of the date first written above.

**LANDLORD: NORTHSIDE CENTRE, LLC**

\_\_\_\_\_  
Witness for Landlord

By: \_\_\_\_\_  
Duly Authorized

**WITNESSES AS TO TENANT:**

Sign Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Sign Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

**TO THE BOARD: APPROVED AS  
TO RISK MANAGEMENT ISSUES:**  
Office of Risk and Benefits Management

\_\_\_\_\_  
Risk and Benefits Officer

Date: \_\_\_\_\_

**TO THE BOARD: APPROVED AS TO  
TREASURY MANAGEMENT ISSUES:**  
Office of Treasury Management

\_\_\_\_\_  
Treasurer

Date: \_\_\_\_\_

**TENANT:  
THE SCHOOL BOARD OF MIAMI-  
DADE COUNTY, FLORIDA**

By: \_\_\_\_\_

Dr. Jose L. Dotres  
Superintendent of Schools

Date: \_\_\_\_\_

**RECOMMENDED:**

\_\_\_\_\_  
Raul F. Perez  
Chief Facilities Design & Construction  
Officer

Date: \_\_\_\_\_

**TO THE BOARD: APPROVED AS TO  
FORM AND LEGAL SUFFICIENCY:**

\_\_\_\_\_  
School Board General Counsel

Date: \_\_\_\_\_