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SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO EXECUTE A FACILITY USE LEASE AGREEMENT WITH THE CITY OF MIAMI BEACH (“CITY”), FOR USE BY THE CITY OF ONE PARKING LOT AT MIAMI BEACH SOUTH POINTE ELEMENTARY

COMMITTEE: FISCAL ACCOUNTABILITY & GOVERNMENT RELATIONS

LINK TO STRATEGIC PLAN: EFFECTIVE & SUSTAINABLE OPERATIONAL PRACTICES

Background

The School Board of Miami-Dade County (“District”) owns and manages the property known as South Pointe Elementary School (“School”), located at 1050 4th St, Miami Beach, FL 33139. The City of Miami Beach (“City”) has approached the District with a request to utilize the school’s parking facilities to support local businesses, recognizing the importance of providing adequate parking solutions for their employees. The School and the City have shared a longstanding, mutually beneficial relationship over the years. District staff and City representatives have discussed the terms of this arrangement to ensure that parking use will not interfere with the School’s educational or operational activities.

Under the terms of the proposed agreement, the City will have non-exclusive use of the designated parking lot at Miami Beach South Pointe Elementary. As compensation, the City shall pay the Board an annual fee for the use of the parking lot.

The Chief of Staff, Office of the Superintendent, and Chief Intergovernmental Affairs & Family and Community Engagement Officer, Office of Intergovernmental Affairs & Family and Community Engagement, 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 City under, substantially, the following terms and conditions:

- Effective with the Commencement Date of this Agreement, the City shall have non-exclusive use of the designated Board-owned parking facilities at the School, with an estimated capacity of 62 cars. The City may not access or use any other board-owned lands or facilities, other than as set forth herein.

- The term of this Agreement shall commence upon execution of the document and shall terminate on September 23, 2025, at midnight unless terminated sooner as provided for in this Agreement (“Term”).
- The City’s Proposed Schedule of Use of the Demised Premises shall be limited to weekdays outside of school hours, weekends, and District holidays, and shall be developed in consultation with school administration.
- The City shall, at its sole cost, 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 the City has use of the Demised Premises.
- The City and Board shall have the right to cancel the Agreement at any time, without penalty, by giving written notice at least thirty (30) days prior to the effective date of said cancellation.

The proposed Agreement has been reviewed by the 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 Lease Agreement can be found by clicking this [LINK](#).

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 City of Miami Beach (“City”), for use by the City of one (1) parking lot at Miami Beach South Pointe Elementary, located at 1050 4th St, Miami Beach, FL 33139, 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 City 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.