

Office of School Facilities
Jaime G. Torrens, Chief Facilities Officer

SUBJECT: THAT THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AUTHORIZE THE SUPERINTENDENT TO:

- 1) EXECUTE A LEASE AGREEMENT (“AGREEMENT”) WITH THE CITY OF MIAMI (“CITY”), FOR THE CITY’S USE OF SPACE AT LINDSEY HOPKINS TECHNICAL COLLEGE, LOCATED AT 750 N.W. 20 STREET, MIAMI, FLORIDA, TO OPERATE A WORKFORCE DEVELOPMENT CENTER; AND
- 2) EXECUTE ANY AMENDMENTS TO THE AGREEMENT WITHIN THE AUTHORITY GRANTED TO THE SUPERINTENDENT BY THE BOARD IN THE AGREEMENT, AND TO GRANT OR DENY ALL APPROVALS REQUIRED UNDER THE AGREEMENT, INCLUDING AUTHORIZING CONSTRUCTION BY THE CITY WITHIN THE LEASED SPACE, RENEWING, EXTENDING, CANCELLING OR TERMINATING THE AGREEMENT, AND PLACING THE CITY IN DEFAULT

COMMITTEE: FACILITIES AND CONSTRUCTION

LINK TO STRATEGIC BLUEPRINT: EFFECTIVE AND SUSTAINABLE BUSINESS PRACTICES

Background

Since 2012, the City of Miami (“City”) has leased space at the School Board-owned Lindsey Hopkins Technical College, located at 750 N.W. 20 Street, Miami (“Facility”), to operate a Workforce Development Center (“Center”), pursuant to a lease agreement between the City and the School Board (“Board”). The City occupies approximately 7,734 square feet of space within the Facility, and has use of three (3) reserved parking spaces in the Facility’s parking garage, as well as non-exclusive use of additional parking on a first-come first-served basis (“Demised Premises”). Prior to occupying the Facility, the City made substantive capital improvements to the Demised Premises, at its sole cost. The current lease agreement with the City expires on June 30, 2018, and

the City has requested that the parties enter into a new lease agreement to allow continued City use of the Demised Premises under similar terms and conditions.

It is anticipated that operation of the Center within the Facility will continue to generate referrals to District adult and technical education programs, and provide an in-house career services center for Lindsey Hopkins Technical College students.

Proposed New Lease Agreement

The Deputy Superintendent/Chief Operating Officer, School Operations, recommends entering into a new lease agreement ("Agreement") with the City for continued use of the existing Demised Premises under, substantially, the following terms and conditions:

- the Demised Premises shall consist of approximately 7,734 square feet of space within the School. The City shall also have use of three (3) reserved parking spaces within the Facility's parking garage, as well as non-exclusive use of additional parking on a first-come first-served basis;
- an initial lease term of two (2) years (July 1, 2018 – June 30, 2020), with one (1) one-year renewal term, at the mutual agreement of the parties;
- the Demised Premises shall be staffed solely by City employees and used exclusively for the operation of a Workforce Development Center.
- rent at \$1 per year;
- the City may, subject to District approval, use the Demised Premises during periods when the Facility would otherwise be closed ("Additional Days"). In such event, the City shall reimburse the Board for operating expenses borne by the District to keep the Facility open during the Additional Days, including utilities, security staff and custodial and janitorial staff;
- the City shall accept the Demised Premises in its "as is, where is" condition as of the commencement date of the Agreement, with no representations or warranties by the Board as to the physical condition or usability of the Demised Premises for any specific use or purpose;
- in the event the City seeks to expand or decrease the Demised Premises, the City shall notify the Board in writing at least ninety (90) days prior to the proposed effective date of such modification, for review and consideration by the Superintendent, and subject to Board approval in the Board's sole discretion. Such modification to the Demised Premises shall be accomplished via an amendment to the Agreement, with all appropriate exhibits to the Agreement to be adjusted prospectively, accordingly;
- the City shall have the right, subject to the prior written notice and approval of the Board or designee, to make additional interior improvements to the Demised

Premises, at the City's sole cost and expense;

- the District's Building Department shall review and approve any required construction documents, issue any required construction permits and provide final acceptance of any work at the Demised Premises;
- the City shall provide the Board with evidence of self-insurance;
- the City and Board shall indemnify and hold each other harmless, to the extent of the limitations included within Section 768.28, Florida Statutes;
- if there is a requirement for infrastructure improvements or other regulatory compliance due to the lease, use or occupancy of the Demised Premises by the City, the City shall be responsible for fulfilling the applicable requirements, at its sole cost and expense;
- the City shall surrender the Demised Premises to the Board, at the expiration, termination or cancellation of the Agreement in as good condition as existed on the commencement date of the Agreement, ordinary wear and tear excepted, including removal of all personal property and other items belonging to the City. Any improvements constructed by the City shall be removed and the area restored to the same or better condition as previously existed, unless the Board, at its sole option, chooses to keep the improvements;
- either party shall have the right to cancel the Agreement, without cause or penalty, by giving the other party at least ninety (90) days prior written notice;
- in the event of default by either party, which default is not cured within the prescribed timeframe, the non-defaulting party shall have the right to immediately cancel the Agreement;
- in the event of damage or destruction of all or portions of the Demised Premises, other than damage or destruction caused by the City, the Board may, at its sole option, either cancel the Agreement, or repair or replace the damaged facilities, at the Board's expense;
- damage or destruction of all or portions of the Demised Premises caused by the City, shall be repaired or replaced by the City, at its sole cost and expense;
- the City shall provide proper supervision and security in its use of the Demised Premises. In addition, the City may, at its option and at its sole cost and expense, procure security personnel beyond the standard and routine security personnel supplied by the Board at the Facility, to furnish additional security for the Demised Premises. The City agrees that the Board's security personnel shall not be responsible for providing enhanced or extra services for the Demised Premises;

- the City shall be allowed to erect identification signage, subject to Board approval and in conformance with laws and regulations governing public schools;
- the City shall comply with all applicable laws, rules, regulations, ordinances and codes of all governmental authorities, including, without limitation, Board Policies, the Americans with Disabilities Act and the Jessica Lunsford Act;
- the City may not assign or sublet any portion of the Demised Premises;
- in the event of any litigation between the parties under the Agreement, each party shall be responsible for its own attorney's fees and court costs through trials and appellate levels;
- the City shall be responsible for the collection and payment of any taxes, fees or other assessments, including but not limited to sales tax, ad valorem tax, all licenses, permits and other taxes which may be imposed on the Demised Premises or the School, as a result of the leasing, use or occupancy of the Demised Premises by the City;
- for purposes of the Agreement, the Superintendent of Schools or his/her designee shall be the party designated by the Board to grant or deny any approvals under this Agreement dealing with the Additional Days requested by the City and any other operational issues; and
- in addition to the above, the Superintendent of Schools shall be the party designated by the Board to execute any amendments to the Agreement within the authority granted to the Superintendent by the Board in the Agreement, and to grant or deny any approvals under the Agreement, including, authorizing construction within the Demised Premises, placing the City in default and renewing, extending, canceling or terminating the Agreement.

The proposed Agreement has been reviewed and approved by the School Board Attorney's Office and the Office of Risk and Benefits Management for legal sufficiency and risk management issues, respectively. A copy of the proposed Agreement in its final form shall be made available for inspection and review by the public prior to the Board meeting.

RECOMMENDED:

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

- 1) execute a lease agreement ("Agreement") with the City of Miami ("City"), for the City's use of space at Lindsey Hopkins Technical College, located at 750 N.W. 20 Street, Miami, Florida, to operate a Workforce Development Center, under, substantially, the terms and conditions noted above; and
- 2) execute any amendments to the Agreement within the authority granted to the Superintendent by the Board in the Agreement, and to grant or deny all approvals required under the Agreement, including authorizing construction by the City within the leased space, renewing, extending, cancelling or terminating the Agreement, and placing the City in default.

MCA:mca