

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

**SUBJECT: THAT THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AUTHORIZE THE SUPERINTENDENT TO EXECUTE AN AMENDMENT TO THE 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 (“FACILITY”) TO DECREASE THE AREA LEASED BY THE CITY FOR OPERATION OF THE CITY’S WORKFORCE DEVELOPMENT CENTER**

**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 current lease agreement (“Agreement”) was approved by the Board at its May 16, 2018 meeting, and provides the City with use of approximately 7,734 square feet of space and three (3) reserved parking spaces, as well as non-exclusive use of additional parking on a first-come first-served basis (“Demised Premises”).

The City has now advised that due to the relocation of certain Workforce Development functions to other locations, the City would like to amend the Agreement to decrease the area it occupies from 7,734 square feet to 1,073 square feet. Specifically, the City wishes to continue utilizing Room E406 and E407, and retain use of two (2) parking spaces. The City will continue to use the decreased leased area for the operation of the Center. The portion of the Demised Premises to be vacated by the City will be used to provide office space to School Operations’ newly created Department of Mental Health Services.

### Proposed Lease Amendment

The Deputy Superintendent/Chief Operating Officer, School Operations, recommends amending the Agreement to reduce the square footage leased to the City within the Facility. Accordingly, it is recommended that the Board enter into a lease amendment with the City to decrease the City’s leased space from 7,734 square feet to 1,073 square feet. The City will continue its use and occupancy of Room E406 and E407 in Building 05. The number of reserved parking spaces available for City use will be reduced from three (3) to

two (2), with the City able to utilize additional parking spaces within the Facility's parking garage on a first-come first-served basis. All other terms and conditions of the Agreement will remain unchanged, including:

- rent at \$1 per year;
- the Demised Premises shall be staffed solely by City employees and used for the operation of a Workforce Development Center; and
- either party shall have the right to cancel the Agreements at will by giving the other party at least ninety (90) days prior written notice.

The proposed Amendment 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 proposed Amendment 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 an amendment to the 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 decrease the area leased by the City for operation of the City's Workforce Development Center, and under, substantially, the terms and conditions noted above;
- 2) execute amendments to the Agreement within the authority granted to the Superintendent by the Board in the Agreement; and
- 3) grant or deny all approvals or waivers required under the Agreement, including those related to construction, and for cancelling or terminating the Agreement, renewing, extending, cancelling or terminating the Agreement, and placing the City in default, as may be applicable.

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