

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

SUBJECT: THAT THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AUTHORIZE THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE A SUBLEASE AGREEMENT ("SUBLEASE") WITH THE FLORIDA INTERNATIONAL UNIVERSITY BOARD OF TRUSTEES ("FIU"), TO ALLOW THE SCHOOL BOARD TO CONSTRUCT A NEW EDUCATIONAL FACILITY ON THE FIU BISCAYNE BAY CAMPUS, LOCATED AT 3000 N.E. 151 STREET, NORTH MIAMI, FLORIDA, FOR THE CONTINUED OPERATION OF THE SCHOOL BOARD'S MAST @ FIU EDUCATIONAL PROGRAM AT THE BISCAYNE BAY CAMPUS

COMMITTEE: FACILITIES AND CONSTRUCTION

LINK TO STRATEGIC BLUEPRINT: EFFECTIVE AND SUSTAINABLE BUSINESS PRACTICES

Background Information

Since 2013, the Board has operated "MAST @ FIU", a high school specializing in math, technology, science, engineering and associated disciplines ("School"), on the Florida International University ("FIU") Biscayne Bay Campus, located at 3000 N.E. 151 Street, North Miami, Florida, under a collaborative partnership with FIU. The School currently utilizes a number of FIU classrooms and Board-owned portables on an interim basis.

Since its inception, the District and FIU have anticipated that a permanent educational facility would be constructed on the FIU campus to house this program, and discussions have been ongoing in this regard. The parties recently concluded negotiations on the terms and conditions of a proposed long-term agreement which will allow the District to construct a permanent educational facility on a vacant portion of the FIU Biscayne Bay campus. It is anticipated that the new School facility will be designed for approximately 640 student stations and will continue to be a District choice high school. The Board, at its meeting of May 16, 2018, commissioned the firm of Wolfberg Alvarez & Partners, Inc., to design the prototype educational facility, with construction anticipated to commence March 2019 and be available for occupancy August 2020. As a part of the collaborative relationship between FIU and the District, the parties will negotiate a Joint Use Agreement ("JUA") to provide for shared use of classroom and ancillary facilities within the School and Biscayne Bay Campus. The proposed JUA will be brought to the School Board for approval prior to completion of the construction of the School.

Sublease Agreement

The FIU campus is owned by the State of Florida Internal Improvement Trust Fund and leased to FIU. As such, it will be necessary for the School Board and FIU to enter into a Sublease Agreement to house this program. The Deputy Superintendent/Chief Operating Officer, School Operations, recommends entering into the Sublease Agreement ("Sublease") with FIU to allow the Board to construct a permanent educational facility on the FIU Biscayne Bay campus for the continued operation of the School, under, substantially, the following terms and conditions:

- the Board shall lease a vacant portion of the FIU Biscayne Bay campus consisting of approximately 5.5 acres;
- rent shall be \$1 per year;
- the initial term of the Sublease shall be forty (40) years, with one automatic ten-year renewal period. Thereafter, the term may be extended for additional five-year periods, at the mutual agreement of the parties;
- the School will meet all design and construction standards and requirements applicable to a District educational facility, and consist of approximately 52,273 gross square feet designed for approximately 640 student stations. The School design will also take into account the architectural designs and ambiance of the FIU Biscayne Bay Campus, and will include science laboratories that meet the FIU University standards and requirements;
- FIU's President or designee shall review and approve preliminary plans, consisting of the campus master plan showing the proposed location of the School, floor plans, building elevations and laboratory specifications. The final design and construction drawings and specifications for the School shall be submitted to FIU's Building Code Compliance Officer for review and issuance of construction permits;
- should the Board fail to complete construction of the School by the established completion date, or such additional time as mutually agreed to by the parties, due to unexcused abandonment or unreasonable delay, FIU may place the Board in default;
- in the event of default by the either party, which default is not cured within the applicable timeframes, the non-defaulting party shall have the right to either terminate the Sublease or maintain the Sublease in full force and effect and exercise all rights and remedies conferred thereto under the Sublease or applicable law;
- other than in the event of default, which default is not cured within the applicable timeframes, FIU may not terminate the Sublease during the first fifty (50) years of

the Sublease. Subsequent to the expiration of the first 50-year period, FIU may terminate the Sublease with twelve (12) months' prior written notice;

- the Board shall have continued use of the classroom space it utilizes at the Biscayne Bay campus, consisting of twelve (12) FIU classrooms, four (4) Board-owned portable classrooms and one (1) Board-owned dining portable classroom, until such time as the permanent School facility is occupied by the Board;
- prior to completion of construction of the School, the parties will enter into a JUA under mutually acceptable terms and conditions, under which FIU may use the science labs and classrooms in the School, and the District may use classroom and ancillary space within the Biscayne Bay Campus;
- at the expiration or termination of the Sublease, title to the School shall be transferred to FIU, with the exception of any trade fixtures which are not affixed to the School, as well as any furniture, furnishings and signs;
- in the event of damage or destruction of all or portions of the School, the Board may either cancel the Sublease, or repair or replace the damaged facilities, at the Board's expense;
- the Board shall be responsible for all maintenance, repair and upkeep of the School, including but not limited to, ancillary facilities, parking lots, landscaping, fixtures and equipment;
- In the event the Board connects to FIU utility lines or other campus infrastructure, the Board shall be responsible for its share of the cost of improvements and fees;
- the Board shall be allowed to erect signage at the School, subject to the prior written approval of FIU;
- the Board shall be solely responsible for providing and maintaining, at the Board's expense, all security and supervision for the School;
- the Board shall indemnify and hold FIU harmless, to the extent of the limitations included within Section 768.28, Florida Statutes;
- in the event of any litigation between the parties under the Sublease, each party shall be responsible for its own attorney's fees and court costs through trials and appellate levels;
- should the School ever become subject to any taxes as a result of the Board's use and occupancy of the School, the Board shall assume full responsibility for same, if not otherwise exempt;
- for purposes of the Sublease, 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 by the Sublease relating to ongoing collaboration between the parties, including construction of the School by the Board, 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 grant or deny any approvals required by the Sublease, including without limitation, placing FIU in default, and renewing, extending, cancelling or terminating the Sublease.

The proposed Sublease 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.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the Superintendent to finalize negotiations and execute:

- 1) a Sublease Agreement ("Sublease") with the Florida International University Board of Trustees ("FIU"), to allow the School Board to construct a new educational facility on the FIU Biscayne Bay Campus, located at 3000 N.E. 151 Street, North Miami, Florida, for the continued operation of the School Board's MAST @ FIU educational program at the Biscayne Bay Campus, under, substantially, the terms and conditions noted above;
- 2) any other documents or agreements that may be required to effectuate implementation of the Sublease Agreement; and
- 3) any amendments to the Sublease within the authority granted to the Superintendent by the School Board in the Sublease, and to grant or deny all approvals required under the Sublease, including those related to construction of the educational facility, and for renewing, extending, cancelling or terminating the Sublease, and placing FIU in default, as may be applicable.

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