

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

**SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE AN AGREEMENT WITH THE CITY OF MIAMI, FOR USE OF SPACE BY THE CITY AT LINDSEY HOPKINS TECHNICAL EDUCATION CENTER, LOCATED AT 750 NW 20 STREET, MIAMI, TO OPERATE A WORKFORCE DEVELOPMENT CENTER**

**COMMITTEE: FACILITIES AND CONSTRUCTION REFORM**

**LINK TO STRATEGIC FRAMEWORK: FINANCIAL EFFICIENCY/STABILITY**

Background Information

The City of Miami (City) has approached the District with a request to use approximately 7,734 gross square feet of space within the School Board-owned Lindsey Hopkins Technical Education Center (Lindsey), located at 750 NW 20 Street, Miami, to operate a Workforce Development Center (Center). The Center will be staffed exclusively by City employees. To facilitate use of the space, the City will make certain interior improvements to the area, including, substantially, the addition of partitions in the main corridor, subdivision of one large work area into two, and installation of double glass doors, a sink and cabinetry. The cost for these improvements is estimated at \$50,000, which will be funded solely by the City. Additionally, given the need to remain open year-round, the Center will operate during periods when Lindsey would otherwise be closed (primarily Spring Break and Winter Break), with the City to reimburse the District for all utility and staff costs incurred by the District for Center operations during those days.

It is anticipated that operation of the Center within the Lindsey facility will generate referrals to District adult and technical education programs, and provide an in-house career services center for Lindsey students. The Lindsey principal and District Director for District/School Operations, Adult and Community Education support the proposed agreement (Agreement).

Proposed Agreement

The proposed Agreement shall include, substantially, the following terms and conditions:

- the demised premises shall consist of approximately 7,734 gross square feet of space, comprising rooms E402, E403, E404, E405, E406, E407, E413, E414, E415, E416 and E417, as well as the adjacent common areas;

- the City accepts the demised premises in its “as-is”, “where-is” condition, and, at its sole cost and expense, will make certain interior improvements to the demised premises, including, substantially, the addition of partitions in the main corridor, subdivision of one large work area into two, and installation of double glass doors, a sink and cabinetry. The District’s Building Department will review all plans, provide construction permits and issue a Certificate of Completion for the work;
- the initial lease term shall start upon completion of the interior improvements by the City and issuance of a Certificate of Completion by the District’s Building Department, and end on June 30, 2013. In addition, the Agreement may be renewed for two additional terms of one-year each, at the mutual agreement of the parties;
- annual rental rate of \$1;
- the demised premises shall be staffed solely by City employees and used exclusively for the operation of a Workforce Development Center;
- prior to the start of each term, the City will provide the District with a written list of days the City would like use of the demised premises during periods when the Lindsey facility would otherwise be closed, for review and approval by the District. The City will be responsible for payment of any operating costs borne by the District related to utilities, custodial and janitorial staff and services, and security staff, necessary to keep the Lindsey facility open during these additional days. The per diem amount of operating expenses for the initial lease term has been established at \$1,368.40. For the initial term, based on the number of days selected by the City, the estimated reimbursement to the Board would be \$20,526;
- the amount of operating expenses shall be reconciled at the end of each year and the difference, if any, between the amounts collected and the actual incurred costs shall be reimbursed to the Board or City, as applicable, and based on documentation provided to the City by the District;
- the City shall have use of three (3) reserved parking spaces within the Lindsey parking garage at locations to be assigned by the Lindsey principal. All other City employees and visitors may park in the Lindsey parking garage on a first-come first-serve basis;
- either party may terminate the Agreement at any time, with 90 days prior written notice;
- either party may terminate the Agreement with 10 days’ notice in the event of a default by the other party, which default is not cured;

- the parties shall each indemnify and hold the other party harmless to the extent and within the limitations of Section 768.28, Florida Statutes, other than as may be further determined by the District's Office of Risk and Benefits Management and the School Board Attorney's Office; and
- for purposes of this Agreement, the Superintendent of Schools or his designee shall be the party designated by the Board to grant or deny all approvals required by this Agreement dealing with the design, construction and acceptance of any and all improvements to be constructed within the demised premises by the City, confirmation of the Agreement commencement date and placing the City in default. The Superintendent of Schools shall also be the party designated by the Board to grant or deny all approvals required by this Agreement, including the renewal, cancellation and/or termination of the Agreement.

The proposed Agreement will be reviewed by the School Board Attorney's Office and the Office of Risk and Benefits Management prior to execution.

**RECOMMENDED:** That The School Board of Miami-Dade County, Florida authorize the Superintendent to finalize negotiations and execute an agreement with the City of Miami, for use of space by the City at Lindsey Hopkins Technical Education Center, located at 750 NW 20 Street, Miami, to operate a Workforce Development Center, under, substantially, the terms and conditions noted above.

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