

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

SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE A LEASE AGREEMENT WITH MIAMI-DADE COUNTY FOR THE CONTINUED OPERATION OF THE SOUTH DADE SKILL CENTER, LOCATED AT 28300 SW 152 AVENUE, HOMESTEAD, FLORIDA

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

LINK TO STRATEGIC FRAMEWORK: FINANCIAL EFFICIENCY/STABILITY

Background

Since 1976, the District has leased approximately 42,890 square feet of space from Miami-Dade County (County), for the South Dade Skill Center (Center), located at 28300 SW 152 Avenue, Homestead, Florida. In December 2002, the lease agreement (Agreement) was amended to provide for an annual rental rate of \$1, with the District responsible for all building operating expenses (including grounds maintenance, garbage/trash service, utilities, janitorial, custodial, all routine building maintenance and major building components, building fire alarm system, security, etc.). Operating expenses for 2011-12 were approximately \$342,211. Under the terms of the Agreement, the County occupies 1,934 square feet within the Center for the Farm Worker Training Program. The Center offers Career & Technical Education programs to numerous adult and student populations in the community, as well as students from the Homestead Job Corps Center, Farmworkers Training Program, Skills for Academic Vocational and English Studies (SAVES) and dual-enrolled SPED students from neighboring high schools.

The current term of the Agreement will expire November 30, 2012, and there are no renewal options remaining. The County has indicated a willingness to enter into a successor lease agreement to extend the District's use and occupancy of the Center.

Proposed Lease Agreement

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

- the District will lease the entire 10-acre site, including approximately 42,890 square feet of office/classroom space (see location map);
- the initial lease term shall commence upon the effective date of the Resolution of the Board of Miami-Dade County Commissioners, and terminate five (5) years thereafter;

- rent at \$1 per year;
- the District, at its expense, will be responsible for all utilities, janitorial/custodial services and building security;
- the District, at its expense, will be responsible for all maintenance, repairs or replacements within the building or on the grounds, including plumbing, electrical, elevators, air conditioning systems, roof and fire/intrusion alarm systems;
- the County shall retain the right to occupy approximately 1,934 square feet of space within the Center for classroom training and related activities, and for other County and community functions, as may be required;
- other than damage or destruction caused by the District, in the event the Center is destroyed or damaged by fire, windstorm or other casualty to the extent that the building is rendered untenable, either party may cancel the Agreement. If neither party cancels the Agreement, the County shall retain responsibility for the repair of the Center;
- if the Center is partially damaged due to the District's negligence, the District shall retain responsibility for its repair. If the Center is completely destroyed due to the District's negligence, the District shall either make the necessary repairs to return the Center to the County in the condition it was in as of the effective date of the Agreement, or, in the alternative, provide the County with sufficient insurance proceeds and/or cash to return the Center to the condition it was in as of the effective date of the Agreement;
- the parties shall indemnify and hold the other harmless to the extent of the limitations included within Florida Statutes;
- in addition to the event of default by the District, which default is not cured, the County may cancel the Agreement with ninety (90) days' notice if the County determines that it needs the property, provided that the effective date of such cancellation shall not fall during the regular school year;
- the District may cancel the Agreement at any time with ninety (90) days' notice;
- the initial term may be extended by the District for two (2) additional five (5) year periods, under the same terms and conditions, by giving the County 120 days prior written notice;
- the parties 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;

- if, while in its period of use under this Agreement, there is a need for infrastructure improvements or upgrades to meet the requirements of the Americans with Disabilities Act, the District shall be responsible for fulfilling the applicable requirements, at its sole cost and expense;
- 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; and
- for purposes of the Agreement, the Superintendent of Schools shall be the party designated by the Board to grant or deny any modifications and approvals required by the Agreement, including without limitation amending any of the exhibits to the Agreement, placing the County in default, reviewing and approving matters related to construction by the District within the Center, renewing the Agreement, or canceling and/or terminating the Agreement.

The Chief Operating Officer, School Operations has indicated a continuing need for the Center, and recommends approval 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.

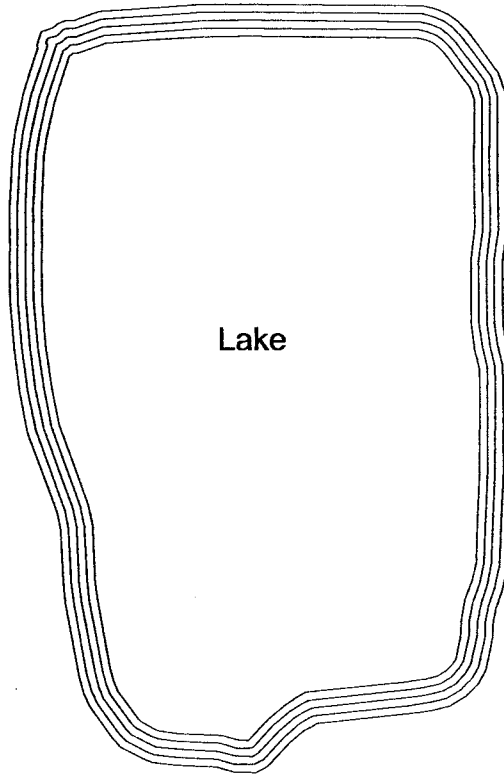
RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the Superintendent to finalize negotiations and execute a lease agreement with Miami-Dade County for the continued operation of the South Dade Skill Center, located at 28300 SW 152 Avenue, Homestead, Florida, commencing upon the effective date of the Resolution of the Board of Miami-Dade County Commissioners, and terminating five years thereafter, with two additional five-year option periods, at an annual rent of \$1, with the District responsible for all building operating expenses, and under, substantially, the additional terms and conditions noted above.

MAL:

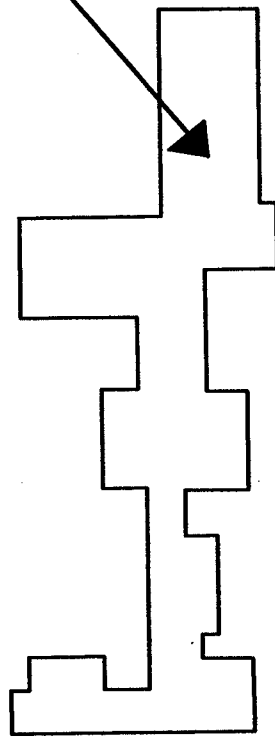
Location Map

SW 282 Street

South Dade Skill Center



Lake



SW 152 Avenue

SW 284 Street



Not to scale