

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

SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE SCHOOL BOARD (AS LESSOR) AND THE CITY OF MIAMI (AS LESSEE), FOR USE OF SPACE BY THE CITY OF MIAMI AT LINDSEY HOPKINS TECHNICAL EDUCATION CENTER, LOCATED AT 750 N.W. 20 STREET, MIAMI, TO OPERATE A WORKFORCE DEVELOPMENT CENTER

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

LINK TO STRATEGIC FRAMEWORK: FINANCIAL EFFICIENCY/STABILITY

Background

The City of Miami ("City") currently leases space at the School Board-owned Lindsey Hopkins Technical Education Center, located at 750 N.W. 20 Street, Miami ("Facility"), to operate a Workforce Development Center, pursuant to a lease agreement ("Agreement") between the City and the School 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"). The current term of the Agreement expires on June 30, 2013, and the Agreement provides for two (2) one-year extensions, at the mutual agreement of the parties.

Proposed Amendment to Lease Agreement

The District Director of School Operations, Adult and Community Education and the Facility Principal recommend amending the Agreement to extend the term for the period of July 1, 2013 through June 30, 2014.

All other terms and conditions of the Agreement will remain unchanged, including:

- rent at \$1 per year;
- 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 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 Facility open during these additional days;

- either party shall have the right to cancel the Agreement at will, without penalty, by giving the other party at least 90 days prior written notice; and
- for purposes of this Agreement, the Superintendent of Schools or his designee shall be the party designated by the School 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, 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.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the Superintendent to finalize negotiations and execute an amendment to extend the term of the lease agreement between the School Board (as Lessor) and the City of Miami (as Lessee), for use of space by the City of Miami at Lindsey Hopkins Technical Education Center, located at 750 N.W. 20 Street, Miami, to operate a Workforce Development Center, for the period of July 1, 2013 through June 30, 2014, and under, substantially, the terms and conditions noted above, including authorizing the Superintendent to extend the term for the remaining one-year renewal period available under the lease agreement.

MCA: mca