

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

SUBJECT: AUTHORIZE THE SUPERINTENDENT TO:

- 1) EXECUTE AN AMENDED AND RESTATED LEASE AGREEMENT WITH THE DEPARTMENT OF JUVENILE JUSTICE OF THE STATE OF FLORIDA ("DJJ"), FOR USE OF THE BOARD-OWNED FACILITY, LOCATED AT 11000 SW 220 STREET, MIAMI, FLORIDA ("FACILITY"), AND REVIEW AND APPROVE A SUB-LEASE AGREEMENT BETWEEN DJJ AND SOUTH FLORIDA JAIL MINISTRIES, INC., DOING BUSINESS AS AGAPE NETWORK, FOR USE OF THE FACILITY; AND

- 2) GRANT OR DENY ALL APPROVALS REQUIRED UNDER THE PROPOSED AMENDED AND RESTATED LEASE AGREEMENT, INCLUDING AUTHORIZING ANY SUB-LEASE BY DJJ, RENEWING, EXTENDING, CANCELLING OR TERMINATING THE AGREEMENT, AND PLACING DJJ IN DEFAULT, AS MAY BE APPLICABLE

COMMITTEE: FACILITIES AND CONSTRUCTION

**LINK TO STRATEGIC
BLUEPRINT: EFFECTIVE AND SUSTAINABLE BUSINESS PRACTICES**

The Board and the Department of Juvenile Justice of the State of Florida ("DJJ") entered into a 50-year Lease Agreement in March of 1981 ("Lease Agreement"), for DJJ's use of an 8-acre Board-owned parcel, located at 11000 SW 220 Street ("Facility"), as a cluster facility for developmentally challenged youth. DJJ constructed all site improvements at its expense, and is responsible for all costs related to the operation of the Facility. In 1994, DJJ began use of the site for the operation of a halfway house and residential group treatment home for girls. This program ended in June 2013, and the Facility was vacated by DJJ, although the Lease Agreement continues to remain in place. In July of 2013, the Facility was significantly vandalized. DJJ has secured the site and maintains the Facility in its current condition. Although DJJ has no current plans for the site, given its substantial capital investment and remaining lease term (through January 31, 2031), DJJ is proposing to enter into a sublease with South Florida Jail Ministries, Inc., doing business as Agape

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Network ("Agape"), a Florida non-profit corporation. DJJ has advised that Agape is seeking to repair and renovate the Facility, at its sole cost and expense, and provide services to the community consistent with those typically offered by DJJ. Under the proposed sublease, DJJ would retain responsibility for all terms and conditions now required of it under the Lease Agreement, and Agape's operations would be at no cost and expense to the District.

Given the age of the Lease Agreement and need to include current legal, risk management and operational provisions, DJJ and District staff are recommending that the parties enter into an Amended and Restated Lease Agreement to better conform with current legal and risk management criteria and Board Policy. In addition, it is further recommended that the Board authorize DJJ to enter into a sub-lease agreement ("Sublease") with Agape, subject to and in compliance with the terms and conditions of a Board-approved sublease agreement, and with DJJ to remain fully obligated, liable and responsible for all duties, terms and conditions under the proposed Amended and Restated Lease Agreement. The form of Sublease shall be generated by DJJ and provided to the Board for approval by the Superintendent, Office of Risk and Benefits Management and School Board Attorney's Office, prior to DJJ entering into the Sublease with Agape.

Proposed Amended and Restated Lease Agreement

The Deputy Superintendent/Chief Operating Officer, School Operations recommends entering into an Amended and Restated Lease Agreement with DJJ, with provisions for DJJ to sub-lease the Facility to Agape. Accordingly, it is recommended that the Board authorize entering into an Amended and Restated Lease Agreement ("Amended Lease") with DJJ under, substantially, the following terms and conditions:

- the Board shall lease to DJJ the entire Facility, located at 11000 SW 220 Street, Miami, Florida, together with all improvements currently located or to be constructed thereon ("Demised Premises");
- the Demised Premises may only be used by DJJ for social service and community programs, activities and events to increase public safety by reducing juvenile delinquency through effective prevention, intervention and treatment services that strengthen families and turn around the lives of troubled youth. DJJ acknowledges and agrees that it will not operate a residential program under the Amended Lease;
- an initial lease term commencing upon execution of the Amended Lease by both parties and ending January 31, 2031, with two (2) five-year renewal periods, at the Board's sole discretion;
- rent at \$1 per year;
- DJJ shall accept the Demised Premises in its "as is, where is" condition as of the commencement date of the Amended Lease, with no representations or warranties by the Board as to the physical condition or usability of the Demised Premises for any specific use or purpose;

- DJJ acknowledges and agrees that the Demised Premises shall not be occupied and used for any purpose, until such time as the Demised Premises are repaired, made habitable and a Certificate of Occupancy or other appropriate documentation is issued by the Board's Building department to allow occupancy and use;
- DJJ may request a modification in the use of the Demised Premises for like or similar programs and activities. In such event, DJJ shall notify the Board in writing at least ninety (90) days prior to the effective date of such proposed modification of use, for review and consideration by the Superintendent of Schools or designee, at his sole discretion. In the event the request for modification in the use of the Demised Premises is approved, changes to such use shall be accomplished through a written amendment to the Amended Lease;
- the parties shall have the right to cancel the Amended Lease at any time, without penalty, by giving written notice to the other party at least one (1) year prior to the effective date of said cancellation. In addition, either party may also cancel the Amended Lease in the event of default by the other party, which default is not cured;
- DJJ shall surrender the Demised Premises to the Board, at the expiration, termination or cancellation of the Amended Lease in as good condition as existed on the commencement date of the Amended Lease, ordinary wear and tear excepted, including removal of all personal property and other items belonging to DJJ. Any improvements constructed by DJJ under the Lease Agreement or Amended Lease shall be removed and the area restored to the same or better condition as previously existed, unless the Board, at its sole option, chooses to keep the improvements;
- in the event of damage or destruction of all or portions of the Demised Premises, other than damage or destruction caused by the Board, DJJ may either cancel the Amended Lease, or repair or replace the damaged facilities, at DJJ's expense;
- DJJ may not sublet any portion of the Demised Premises, without first securing the written consent of the Board, which consent may be withheld at the Board's sole discretion. Any unauthorized sublease shall constitute a default under the Amended Lease. The Board may, in its sole discretion, require any information the Board deems necessary for consideration of requests for its consent to any sublease;
- if approved by the Board, such sublease arrangement shall be subject to and in compliance with the terms and conditions of a Board-approved sublease agreement, and under the supervision and control of DJJ. In all such instances, DJJ shall remain primarily and fully obligated, liable and responsible for all duties, terms and conditions under the Amended Lease throughout its term and any renewals thereof;

- the proposed subtenant shall enter into a sublease agreement with DJJ, containing the same terms and conditions of the Amended Lease, plus such additional terms specific to the sublease arrangement. The form of sublease agreement shall be generated by DJJ and provided to the Board for approval by the Superintendent, Office of Risk and Benefits Management and School Board Attorney's Office, prior to DJJ entering into same with the subtenant;
- DJJ, at DJJ's expense, shall be responsible for all maintenance, repair and upkeep of the Demised Premises, including, without limitation, maintenance and repair of all buildings and improvements, walking surfaces, parking areas, fences and gates, restrooms, roofing, plumbing systems, electrical systems, structural systems and field mowing. In addition, DJJ shall collect and dispose of garbage and litter at the Demised Premises, and provide all custodial or janitorial services to the Demised Premises;
- DJJ shall be responsible for the cost of all utilities serving the Demised Premises, including, without limitation, electricity, gas, water, sewer, solid waste disposal, storm water and trash collection. DJJ shall install separate utility services and/or meters in its name and shall pay for such services at DJJ's sole cost and expense;
- DJJ may make, at its sole cost and expense, construct improvements within the Demised Premises, provided that the plans are first submitted to and approved in writing by the Board. All work shall be performed in compliance with all applicable laws, rules and regulations, including, without limitation, the Florida Building Code, the Americans with Disabilities Act, the Jessica Lunsford Act, the State Requirements for Educational Facilities, and the Miami-Dade County Public Schools criteria and standards, as applicable, and as the same may be amended from time to time;
- the District's Building Department shall review and approve any required construction documents, issue any required construction permits and provide final acceptance of any work at the Demised Premises;
- if there is a requirement for infrastructure improvements or other regulatory compliance due to DJJ's lease, use or occupancy of the Demised Premises, DJJ shall be responsible for fulfilling the applicable requirements, at its sole cost and expense. Non-compliance shall be deemed a material breach of the Amended Lease;
- DJJ shall be allowed to erect identification signage, subject to Board approval and in conformance with laws and regulations governing public schools;
- the Board shall retain the exclusive right at all times to be the sole authorizer and recipient of revenue generators, such as but not limited to third party advertising, the installation of wireless telecommunications facilities and other similar endeavors, in

compliance with Board Policies, provided however, that such endeavors shall not interfere with DJJ's right to peaceful enjoyment under the Amended Lease;

- DJJ shall comply with all District safety and security criteria, and provide proper supervision of the Demised Premises, and maintain the Demised Premises safe and secure at all times;
- the Amended Lease shall be subject to Florida's Public Records Laws. DJJ understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention;
- DJJ shall provide the Board with confirmation of DJJ's self-insurance program in form and substance acceptable to the Board or, in the alternative, proof of insurance in the types and amounts of coverage as may be reasonably required by the Board, including but not limited to Commercial General Liability Insurance, Automobile Liability Insurance, Worker's Compensation Insurance and Property Coverage, or as may be amended from time to time;
- DJJ shall indemnify and hold the Board harmless, subject to the monetary limitations contained in Florida Statute, Section 768.28, from all liability which may arise as a result of DJJ's negligence, actions or failure to act under the terms of the Amended Lease;
- DJJ shall not use, handle, generate, manufacture, produce, store, discharge, treat, remove, transport or dispose of Hazardous Substances at, in, upon, under, to or from the Demised Premises;
- DJJ 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;
- the Amended Lease shall be deemed inferior and subordinate to any existing or future financing or conveyance by the Board of the Demised Premises or any portions thereof;
- the Amended Lease shall be construed and enforced according to the laws of the State of Florida and the venue for any disputes shall be Miami-Dade County, Florida;
- in the event of any litigation between the parties under the Amended Lease, each party shall be responsible for its own attorney's fees and court costs through trials and appellate levels;
- DJJ shall be responsible for the payment of any taxes, fees or other assessments, including but not limited to sales tax, ad valorem tax, all licenses, permits and other

taxes which may imposed on the Demised Premises as a result of the leasing, use or occupancy of the Demised Premises by DJJ;

- for purposes of the Amended Lease, the Superintendent of Schools or his/her designee shall be the party designated by the Board to grant or deny all approvals required by the Amended Lease relating to construction within the Demised Premises; and
- in addition to the above, for purposes of the Amended Lease, the Superintendent of Schools shall be the party designated by the Board to grant or deny any approvals required by the Amended Lease, including, without limitation, approving any proposed sub-lease by DJJ of all or portions of the Demised Premises, amending any of the exhibits to the Amended Agreement, renewing, extending, canceling or terminating the Amended Lease, and placing DJJ in default.

The proposed Amended Lease 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 Amended Lease has been placed on file with the Citizen's Information Center and Recording Secretary to the Board.

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

1. execute an Amended and Restated Lease Agreement with the Department of Juvenile Justice of the State of Florida ("DJJ"), for use of the Board-owned facility, located at 11000 SW 220 Street, Miami, Florida ("Facility"), and review and approve a Sub-lease Agreement between DJJ and South Florida Jail Ministries, Inc., doing business as Agape Network, for use of the Facility, under, substantially, the terms and conditions noted above; and
2. grant or deny all approvals required under the proposed Amended and Restated Lease Agreement, including authorizing any sub-lease by DJJ, renewing, extending, canceling or terminating the Amended and Restated Lease Agreement, and placing DJJ in default, as may be applicable.

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