

Office of Superintendent of Schools  
Board Meeting of May 11, 2016

April 27, 2016

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

**SUBJECT:                    AUTHORIZE THE SUPERINTENDENT TO:**

- 1) FINALIZE NEGOTIATIONS AND EXECUTE A SUBLEASE AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE ("DJJ"), SUCCESSOR IN INTEREST TO THE STATE OF FLORIDA DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES ("SUBLEASE"), FOR USE OF APPROXIMATELY 50,000 SQUARE FEET OF OFFICE SPACE AT THE FORMER MIAMI-DADE REGIONAL JUVENILE DETENTION CENTER FACILITY, LOCATED AT 3300 NW 27 AVENUE, MIAMI, FLORIDA 33142 ("FACILITY"), FOR SCHOOL POLICE OPERATIONS; AND**
- 2) FINALIZE NEGOTIATIONS AND EXECUTE ANY OTHER DOCUMENTS THAT MAY BE REQUIRED TO EFFECTUATE IMPLEMENTATION OF THE SUBLEASE; AND**
- 3) GRANT OR DENY ALL APPROVALS REQUIRED UNDER THE SUBLEASE, INCLUDING RENEWING, EXTENDING, CANCELLING OR TERMINATING THE SUBLEASE, AND PLACING DJJ IN DEFAULT, AS MAY BE APPLICABLE**

**COMMITTEE:                    FACILITIES AND CONSTRUCTION**

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

The District's School Police operations are currently housed in a number of locations throughout the County. In an attempt to centralize these functions in one location, at minimal cost to the District, space has been identified at the former Miami-Dade Regional Juvenile Detention Center, located at 3300 NW 27 Avenue, Miami 33142 ("Facility"). The Facility is owned by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("Trustees"), and leased to the State of Florida, Department of Juvenile Justice ("DJJ"), pursuant to a lease agreement between the Trustees and DJJ ("Prime Lease"). DJJ recently relocated its courtroom, administrative and other office functions

from a two-story building located on the site, to a new facility in downtown Miami, and indicated a willingness to sublease the vacated building (approximately 50,000 square feet) to the Board for \$1 per year, to serve as the School Police headquarter offices.

#### Proposed Sublease Agreement

The Chief of Police and District Security recommends entering into a Sublease Agreement with DJJ. Accordingly, it is recommended that the Board authorize entering into a Sublease Agreement (“Sublease”) with DJJ under, substantially, the following terms and conditions:

- the Board shall sublease a portion of the Facility, consisting of a two-story building comprising approximately 50,000 square feet of office space, as well as nonexclusive use of the North and South parking lots of the Facility (collectively the “Subleased Premises”) (see location map);
- the Board shall use the Subleased Premises for the operation and maintenance of the District’s police department, along with other related uses;
- the initial term of the Sublease shall commence upon execution of the Sublease by the parties, and shall thenceforth run concurrent with the term of the Prime Lease, which expires on March 29, 2033;
- rent at \$1 per year;
- the Board shall pay the Trustees an annual administrative fee of \$300 throughout the term of the Sublease;
- except as otherwise provided for in the Sublease, the Sublease shall conform to all terms and conditions of the Prime Lease;
- the Board may cancel the Sublease at any time, without penalty, by giving written notice to DJJ six months prior to the effective date of said cancellation. In addition, the Board may cancel the Sublease in the event of default by DJJ, which default is not cured within the applicable timeframes;
- DJJ may only cancel the Sublease in the event of default by the Board, which default is not cured within the applicable timeframes, or in the event of damage or destruction of the Subleased Premises;
- in the event of damage or destruction of all or portions of the Subleased Premises, DJJ may either cancel the Sublease, or repair or replace the damaged facilities, at DJJ’s expense;
- the Board may, at its sole cost and expense, construct interior improvements within the Subleased Premises, in accordance with plans prepared by professional designers, and provided that the proposed improvements are first approved in writing by DJJ as to purpose, location and design;

- the Board may install, at the Board's expense, an electronic card system in the Board's designated parking entrance gate, for exclusive use by the Board's employees and staff;
- the Board shall be responsible for maintenance of the electronic card system to be installed at the Board's designated parking entrance gate, as well as routine maintenance of the interior of the Subleased Premises, including, without limitation, removal of all trash and litter generated by the Board, interior light bulb and ballast replacement, janitorial services for the Subleased Premises, and maintenance of any improvements constructed by the Board. In addition, the Board shall meet all building and safety codes that are required by the appropriate jurisdictional entities due exclusively to the use and occupancy of the Subleased Premises by the Board as a police facility;
- other than the Board's responsibilities, as stipulated above, DJJ shall be responsible for any and all maintenance, upkeep and repair of the Facility and Subleased Premises, including, but not limited to, mechanical, electrical, structural and plumbing systems serving the Facility and Subleased Premises, as well as maintenance and repair of exterior walking surfaces, grounds, parking lots, roofing, elevators, fences and gates, irrigation systems and exterior doors and windows;
- the Board shall be responsible for its proportionate share of the cost of utility services, including, without limitation, electricity, gas, telephone, water, sewer, solid waste disposal, storm water and trash collection;
- the Board shall provide DJJ with confirmation of the Board's self-insurance program, or, in the alternative, proof of the following insurance coverages: contents insurance, employer's liability coverage, comprehensive general liability coverage and worker's compensation and occupational coverage;
- subject to the limitations of Section 768.28, Florida Statutes, the Board shall be responsible for all personal injury or property damage attributable to the negligent acts or omissions of the Board;
- the Board may use any furniture, fixtures and equipment located within the Subleased Premises ("FF&E") as of the commencement date of the Sublease, or may, at its sole cost and expense and without securing any additional approval from DJJ, remove or dispose of such existing FF&E;
- in accordance with State of Florida requirements, the Board shall prepare and submit a Land Use Plan for the Subleased Premises, within twelve months of the effective date of the Sublease;

- 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;
- the Board shall be responsible for the payment of any taxes, fees or other assessments or liabilities, including but not limited to all drainage and special assessments or other taxes which may be imposed on the Subleased Premises, other than those imposed subsequent to the commencement date of the Sublease or for which the Board is not otherwise exempt, and all mechanic's or materialman's liens which may be levied or assessed against the Subleased Premises;
- 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 all approvals required by the Sublease relating to issuance of the Land Use Plan, environmental issues within the Subleased Premises or construction within the Subleased Premises; and
- in addition to the above, for purposes of the Sublease, the Superintendent of Schools shall be the party designated by the Board to grant or deny any approvals required by the Sublease, including, without limitation, amending any of the exhibits to the Sublease, renewing, extending, canceling or terminating the Sublease, and placing DJJ in default.

The proposed Sublease 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.

**RECOMMENDED:**

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

1. finalize negotiations and execute a Sublease Agreement with the State of Florida, Department of Juvenile Justice ("DJJ"), successor in interest to the State of Florida Department of Health and Rehabilitative Services ("Sublease"), for use of approximately 50,000 square feet of office space at the former Miami-Dade Regional Juvenile Detention Center facility, located at 3300 NW 27 Avenue, Miami, Florida 33142 ("Facility"), for School Police operations, under, substantially, the terms and conditions noted above; and
2. finalize negotiations and execute any other documents that may be required to effectuate implementation of the Sublease; and
3. grant or deny all approvals required under the Sublease, including renewing, extending, canceling or terminating the Sublease, and placing DJJ in default, as may be applicable.

MCA:mca

# Location Map

NW 29TH AVE

NW A

**MIAMI-DADE  
REGIONAL  
JUVENILE  
DETENTION  
CENTER**

BLDG 02

BLDG 01

**North  
Parking  
Lot**

NW 34TH ST

NW 32ND ST

**South  
Parking  
Lot**

NW 27TH AVE

NW 33RD ST

## Legend



Subleased Premises - approximately 50,000 sq ft



Not to scale