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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Agenda Item No. 8(F)(7)

Date: May 7, 2013

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Authorizing a Retroactive Lease Agreement at the South Dade Skills Center located at 28300 SW 152 Avenue, with the School Board of Miami-Dade County

Resolution No. R-347-13

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize the execution of a Retroactive Lease Agreement (Lease) at the South Dade Skills Center (Skills Center), 28300 SW 152 Avenue, Miami, between Miami-Dade County (Landlord) and the School Board of Miami-Dade County (School Board), who is the Tenant. More specifically, the resolution does the following:

- Authorizes the lease of a 10-acre site, including approximately 42,890 square feet of office/classroom space, together with parking and landscape area with the School Board; and
- Allows the County to retain the right to occupy a space within the leased facility of approximately 1,934 square feet for classrooms from which Community Action and Human Services (CAHS) will continue to run an outreach program for migrants, training, and for other County and community functions.

This lease has been prepared by the Internal Services Department at the request of CAHS. This lease is retroactive to December 1, 2012, due to delays in receiving the final executed lease from the School Board.

Scope

The property is located in County Commission District 9, which is represented by Commissioner Dennis C. Moss.

Fiscal Impact/Funding Source

As with the prior lease with the School Board for this site, the County will receive rent of $1.00 annually for use of the property. However, the School Board will be responsible for all operating and maintenance costs, which is approximately $340,000 annually for a total of $1,700,000 for the five years of the initial Lease term. If the County exercises the two, five-year option-to-renew terms, the operating and maintenance costs incurred by the School Board are estimated to be up to $5,100,000.

Track Record/Monitoring

The County has no record of negative performance issues with the School Board. Miguel de la Torre, Real Estate Development Division, Internal Services Department is the lease monitor.

Delegation of Authority

Authorizes the County Mayor or the County Mayor's designee to execute the attached Lease and exercise the cancellation and renewal provisions contained herein.

Background

The School Board has been occupying the Skills Center since 1976, offering Career and Technical Education programs to adult and student populations in the community, as well as students from the Homestead Job Corps Center, Farmworkers Training Program, and Skills for Academic, Vocational and English Studies. The current Lease expired November 30, 2012; however, the School Board, with the permission of the County, continued to occupy the premises on a month-to-month basis.

The County has retained an area in one of the buildings (Landlord's Premises) from which CAHS operates an outreach program for migrants and other County and community activities.

Additional Lease details are as follows:

LEASE TERM:	Five years, with two additional five-year renewal options.
CURRENT LEASE:	The current lease agreement was approved by the BCC in 1997 through Resolution R-1366-97. It was then amended under Resolutions R-489-09.
RENTAL RATE:	The rental rate is $1.00 per year.
LEASE CONDITIONS:	The School Board is responsible for all operating costs, which is estimated at approximately $340,000 per year.
CANCELLATION PROVISION:	The County, through the County Mayor or the County Mayor's designee, shall have the right to cancel this lease at any time by giving the Tenant at least 90 days' written notice prior to its effective date, due to the Tenant's, default or in the event the County has a need for the Demised Premises provided such cancellation shall not fall during the regular school year. The Tenant shall have the right to cancel this Lease by giving 90 days written notice to the Landlord of its intent to vacate the Demised Premises.

Edward Marquez
Deputy Mayor

Attachments

MEMORANDUM
(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: May 7, 2013

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(F)(7)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Mayor's report for public hearing**

_____ **No committee review**

✓ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(7)
5-7-13

RESOLUTION NO. R-347-13

RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT AT THE SOUTH DADE SKILL CENTER LOCATED AT 28300 S.W. 152 AVENUE, MIAMI, BETWEEN MIAMI-DADE COUNTY AND THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, FOR PREMISES TO BE UTILIZED FOR CLASSROOMS AND EDUCATIONAL PURPOSES, FOR $1.00 PER YEAR UPON PROPER EXECUTION; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves a Lease Agreement between Miami-Dade County and The School Board of Miami-Dade County, Florida, for premises to be utilized as classrooms and educational purposes, for $1.00 per year in substantially the form attached hereto and made a part hereof; authorizes the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County; and authorizes the County Mayor or County Mayor's designee to exercise any and all rights conferred therein.

The foregoing resolution was offered by Commissioner **Lynda Bell**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman			**aye**
Lynda Bell, Vice Chair			**aye**
Bruno A. Barreiro	**aye**	Esteban L. Bovo, Jr.	**aye**
Jose "Pepe" Diaz	**absent**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**absent**	Dennis C. Moss	**aye**
Sen. Javier D. Souto	**absent**	Xavier L. Suarez	**aye**
Juan C. Zapata	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of May, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: ***Christopher Agrippa***
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. JRA

Juliette R. Antoine

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made on the _____ day of _____, 2012, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, herein sometimes designated or referred to as the "LANDLORD," and THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic existing under the laws of the State of Florida, hereinafter referred to as the "TENANT". The LANDLORD and TENANT are sometimes referred to in this Agreement individually as "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, the LANDLORD and TENANT entered into a Lease Agreement authorized by LANDLORD under Resolution no. R-1366-97; and

WHEREAS that certain Lease Agreement was amended by LANDLORD under Resolution no. R-48909, dated May 5, 2009 to extend the term of the Lease Agreement for a five (5) year period commencing December 1, 2007 and terminating November 30, 2012; and

WHEREAS the LANDLORD desires to continue leasing to the TENANT and the TENANT desires to continue leasing from the LANDLORD the Demised Premises, as hereinafter described, in accordance with terms and conditions of this Agreement; and

WHEREAS The School Board of Miami-Dade County, Florida, has authorized this Agreement in accordance with School Board Action No 116,034, at its meeting of NOVEMBER 26, 2012; and

WHEREAS, the LANDLORD, for and in consideration of the restrictions and covenants herein contained, hereby leases to TENANT and TENANT hereby agrees to lease from LANDLORD the Demised Premises described as follows:

A total of approximately ten (10) acres of land and all buildings and improvements thereon for a total of approximately 42,890 square feet of classroom and office space in the South Dade Skill Center, located at 28300 S.W. 152 Avenue, Miami, Florida, legally described as the SE ¼ of NE ¼ of NW ¼ of Section 4, Township 57, Range 39, A/K/A Rock Pit # 2, Folio No. 30-7904-000-0130 (hereinafter the "Demised Premises").

TO HAVE AND TO HOLD unto said TENANT for a term of (5) years, commencing upon the effective date of the Resolution of the Board of Miami-Dade County Commissioners ("Board") approving this Agreement, and shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed shall become effective only after an override of the Board (the "Effective Date") and terminating five (5) years thereafter, for and at a total annual rental of One Dollar and 00/100 ($1.00) payable in advanced to the Board of County Commissioners, c/o Internal Services Department, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907, or at such other place and to such other person as LANDLORD may from time to time designate in writing.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO:

ARTICLE I
RECITALS

The Parties agree that the above recitals are true and correct and are hereby incorporated into this Agreement by reference.

ARTICLE II
USE OF DEMISED PREMISES

TENANT shall have use of the Demised Premises for its students, staff, faculty and invitees for classroom training, educational purposes and related activities thereto unless otherwise agreed to by the TENANT and LANDLORD. Other than as stipulated in Article XXII ("LANDLORD'S PREMISES"), TENANT shall have full control, custody, right and use of the Demised Premises at all times throughout the term of this Agreement.

ARTICLE III
CONDITION OF DEMISED PREMISES

TENANT hereby accepts the Demised Premises in the condition they are in as of the Effective Date of this Agreement.

ARTICLE IV
UTILITIES, CUSTODIAL SERVICES AND SECURITY

The TENANT, during the term hereof, shall pay all charges for water and sewer, gas, waste removal, electric services used on the Demised Premises for the purpose of operating the facility. TENANT shall have the obligation to pay all utilities, taxes and special assessments levied upon or relative to the Demised Premises for which TENANT is not legally exempt. TENANT, at TENANT'S sole cost and expense shall provide security and protection as may be reasonably necessary to keep the Demised Premises secure and protected at all times.

ARTICLE V
MAINTENANCE AND ALTERATIONS

The TENANT agrees to provide all maintenance, repairs or replacements, as necessary, both interior and exterior, required to keep the Demised Premises in a state of good repair, safe and clean condition, at all times at the TENANT's sole cost and expense. TENANT'S responsibilities shall include: plumbing and electric lines, fixtures and equipment; trash and refuse disposal; janitorial and custodial services; halls, stairways, elevators and lavatories; air-conditioning and heating equipment; roof and roof leaks; windows, doors and frames; fire equipment, including inspection as required by applicable fire codes. The TENANT shall provide for removal of litter and trash from the Demised Premises at its expense.

TENANT shall be responsible for and shall repair any damage caused to the Demised Premises as a result of TENANT's use of the Demised Premises. LANDLORD shall notify

TENANT after discovering any damage which TENANT is responsible for maintaining, repairing or replacing and TENANT shall take the necessary actions to remedy such damage promptly after said notice.

LANDLORD shall be responsible for and shall repair any damage caused to LANDLORD'S Premises or other portions of the Demised Premises as a result of LANDLORD'S use of the Demised Premises. TENANT shall notify LANDLORD after discovering any damage which LANDLORD is responsible for maintaining, repairing or replacing and LANDLORD shall take the necessary actions to remedy such damage promptly after said notice

TENANT may make any non-structural alterations or modifications to the Demised Premises, at its expense, as is necessary to operate the Demised Premises for the purposes intended under this Agreement. Prior to initiating any structural or substantive alterations, additions or improvements to the Demised Premises, TENANT shall first secure the written approval of the LANDLORD, said approval not to be unreasonably withheld.

ARTICLE VI
DESTRUCTION OF PREMISES

Other than damage or destruction caused by TENANT, in the event the Demised Premises are destroyed or so damaged by fire, windstorm, or other casualty to the extent that the Demised Premises are rendered untenantable or unfit for the purpose of TENANT, as determined by TENANT, either Party may cancel this Agreement by giving the other Party thirty (30) days prior written notice. In the event that neither Party cancels this Agreement, then the LANDLORD shall cause the Demised Premises to be repaired and placed in good and working order within ninety (90) days, or other period of time as mutually agreed to by the Parties, which shall be determined based upon the nature and scope of the damages, cost of the necessary repairs and available funds for such repairs.

If the Demised Premises are partially damaged due to TENANT's negligence, but not

rendered unusable for the purposes of this Agreement, the same shall with due diligence be repaired by TENANT from proceeds of the insurance coverage and/or at its own cost and expense. If the damage shall be so extensive as to render such Demised Premises unusable for the purposes intended, but capable of being repaired within one hundred eighty (180) days, the damage shall be repaired with due diligence by TENANT from the proceeds of the insurance coverage policy and/or at its own cost and expense. In the event that said Demised Premises are completely destroyed due to TENANT's negligence, TENANT shall either (i) return the Demised Premises to the LANDLORD, along with sufficient insurance proceeds and/or cash to return the Demised Premises to the condition the Demised Premises were in as of the Effective Date of this Agreement, in which event TENANT shall bear the cost of demolishing any remaining structure on the Demised Premises or (ii) TENANT may choose to rebuild the Demised Premises to the condition the Demised Premises were in as of the Effective Date of this Agreement. If TENANT choose to rebuild but fails to complete the rebuilding within three (3) years of date of the event which destroyed or damaged the original structure, the LANDLORD may cancel this Agreement and TENANT shall be liable for all amounts necessary to complete the rebuilding of the Demised Premises. The foregoing provisions shall be subject to all applicable laws.

ARTICLE VII
ASSIGNMENT

Without the written consent of LANDLORD first obtained in each case, TENANT shall not sublet, transfer, mortgage, pledge, or dispose of this Agreement for the term hereof.

ARTICLE VIII
NO LIABILITY FOR PERSONAL PROPERTY

The Parties agree to insure or self-insure their interests in personal property to the extent each Party deems necessary or appropriate and hereby waive all rights to recovery for loss or damage of such property by any cause whatsoever. The Parties hereby waive all rights of subrogation under any policy or policies they may carry on property placed or moved on the Demised Premises.

ARTICLE IX
LANDLORD'S RIGHT OF ENTRY

LANDLORD or any of its agents shall have the right to enter said Demised Premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior notice, to examine same. If repairs, additions, or alterations are deemed necessary for the safety, comfort, or preservation thereof, LANDLORD shall notify TENANT of said repair and TENANT shall have fourteen (14) days to complete the work, or other period of time as is reasonably necessary. If the notice of requirements for repairs, additions, or alterations is not immediate, TENANT shall have forty-five (45) days to complete the work, or other period of time as is reasonably necessary. If said repairs, additions, or alterations are not completed within that time, LANDLORD shall make said repairs, additions or alterations. If LANDLORD makes necessary repairs, additions, or alterations, TENANT shall reimburse LANDLORD for the expense of same, within thirty (30) days of the submission of the invoice for the expense. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this Agreement.

ARTICLE X
PEACEFUL POSSESSION

Subject to the terms, conditions, and covenants of this Agreement, LANDLORD agrees that TENANT shall and may peaceably have, hold, and enjoy the Demised Premises above described, without hindrance or molestation by LANDLORD.

ARTICLE XI
SURRENDER OF DEMISED PREMISES

TENANT agrees to surrender to LANDLORD, at the end of the term of this Agreement or any extension (s) thereof, said Demised Premises in as good condition as said Demised Premises were as of the Effective Date, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted.

Upon expiration or cancellation of this Agreement, title to all improvements to the land shall be vested in the LANDLORD without any compensation due the TENANT. All furniture and

equipment which may be removed without material damage to the Demised Premises shall remain the TENANT's property and may be removed without damage to the Demised Premises.

The TENANT, within thirty (30) calendar days following the expiration or cancellation of this Agreement, shall remove all personal property forthwith. Any of TENANT's personal property not removed in accordance with this Article shall constitute a gratuitous transfer of title thereof to the LANDLORD for whatsoever disposition is deemed to be the best interest of the LANDLORD. The LANDLORD shall not be responsible to TENANT for any safekeeping of TENANT's personal property.

ARTICLE XII
INDEMNIFICATION AND HOLD HARMLESS

The LANDLORD does hereby agree to indemnify and hold harmless the TENANT, to the extent of the limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the LANDLORD shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the LANDLORD arising out of the same incident or occurrence, exceeds the sum of $300,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise as a result of the negligence of the LANDLORD. However, nothing herein shall be deemed to indemnify the TENANT from any liability or claim arising out of the negligent performance or failure of performance of the TENANT or as a result of the negligence of any unrelated third party.

The TENANT does hereby agree to indemnify and hold harmless the LANDLORD, to the extent of the limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the TENANT shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the TENANT arising out of the same incident or occurrence, exceeds the sum of $300,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise as a result of the negligence of the TENANT. However, nothing herein shall be deemed to indemnify

the LANDLORD from any liability or claim arising out of the negligent performance or failure of performance of the LANDLORD or as a result of the negligence of any unrelated third party.

The provisions of this Article shall survive the expiration, or early termination or cancellation of this Agreement.

Nothing in this Agreement is intended to operate as a waiver of either Parties' sovereign immunity.

ARTICLE XIII
LIABILITY FOR DAMAGE OR INJURY

The TENANT shall not be liable for any damage or injury which may be sustained by the LANDLORD or any persons on or about the Demised Premises, other than damage or injury resulting from the negligent performance or failure of performance on the part of the TENANT, its agents, representatives or employees, to the limits of Section 768.28, Florida Statutes. The TENANT shall not be responsible or liable for any loss of business, consequential damages or any other damages arising from acts of God.

The LANDLORD shall not be liable for any damage or injury which may be sustained by the TENANT or any persons on or about the Demised Premises, other than damage or injury resulting from the negligent performance or failure of performance on the part of the LANDLORD, its agents, representatives or employees. The LANDLORD shall not be responsible or liable for any loss of business, consequential damages or any other damages arising from acts of God.

ARTICLE XIV
SUCCESSORS IN INTEREST

It is hereby covenanted and agreed between the Parties that all covenants, conditions, agreements, and undertakings contained in this Agreement shall extend to and be binding on the respective successors and assigns of the respective Parties hereto, the same as if they were in every case named and expressed.

ARTICLE XV
CANCELLATION

The LANDLORD, through its County Mayor or his designee, shall have the right to cancel this Agreement at any time by giving the TENANT at least ninety (90) days' written notice prior to its effective date, in the event any of the following occurs:

1. Assignment by TENANT of this Agreement for the benefit of creditors.
2. Non-performance of any covenant of this Agreement and failure of the TENANT to remedy such breach. Tenant shall have one hundred and eighty (180) days to cure any default after receiving written notice of same from LANDLORD.
3. In the event the TENANT shall willfully abandon or vacate the Demised Premises or any improvements made thereto before the end of term of this Agreement, or any extension or renewal thereof, or discontinue operations hereunder for a period of thirty (30) days or more.
4. If the Demised Premises shall be used by TENANT for any other purpose than as described in Article II.
5. The conducting of any business or the merchandising of any product or service not specifically authorized herein.
6. A final judgment in favor of LANDLORD as a result of any litigation between the Parties.
7. A need for LANDLORD to use the Demised Premises, provided that the effective date of such cancelation shall not fall during the regular school year, as defined by the Miami-Dade County Public Schools Adult/Vocational Education School Calendar.

Notwithstanding anything to the contrary contained herein, TENANT shall have the right to cancel this Agreement by giving ninety (90) days written notice to the LANDLORD of its intent to vacate the Demised Premises. The Demised Premises shall be returned in the condition it was received as of the Effective Date of this Agreement, normal wear and tear excepted.

ARTICLE XVI
OPTION TO RENEW

Provided this Agreement is not otherwise in default, TENANT is hereby granted the option to extend this Agreement for two (2) additional five (5) year renewal option periods upon the same terms and conditions, by giving LANDLORD notice in writing at least one hundred twenty (120) days prior to the expiration of this Agreement or any extension thereof.

ARTICLE XVII
DISABLED INDIVIDUALS

The TENANT understands, recognizes, and warrants to the best of its knowledge that all common areas are, and shall at all times be maintained, in accordance with the requirements for disabled individuals contained in the American with Disabilities Act of 1990 (the "ADA") and Section 553.501 et seq. of the Florida Statutes, as presently written and as may be hereafter amended.

The TENANT further warrants that the Demised Premises and any improvements thereto and access thereto, including but not limited to restrooms, hallways, entryways to the street and accessible parking under TENANT's dominion and control, if parking is provided under the Agreement, shall be in compliance with the accessibility standards for government programs contained in the ADA requirements of Section 553.501 et seq. of the Florida Statutes. The TENANT covenants and agrees that the Demised Premises and any improvements thereto and access thereto shall at all times be maintained in accordance with the requirements of Section 255.21 of the Florida Statutes at the TENANT's sole cost and expense.

ARTICLE XVIII
NOTICES

It is understood and agreed between the Parties hereto that all notices or communications under this Agreement by either Party to the other shall be sufficiently given or delivered if dispatched by (1) certified U.S. mail, postage pre-paid, return receipt requested, (2) hand delivery, (3) Federal Express or other comparable overnight mail service, (4) telephone facsimile transmission with transmission receipt, or (5) electronic mail to the following addresses, or as the same may be changed in writing from time to time:

To LANDLORD:
Director, Internal Services Department,

111 N.W. 1st Street, Suite 2460,
Miami, Florida 33128-1907

To TENANT:

The School Board of Miami-Dade County, Florida
c/o Superintendent of Schools
School Board Administration Building
1450 N.E. Second Avenue, Room 912
Miami, Florida 33132
Fax: 305-995-1488

With a copy to:

Miami-Dade County Public Schools
Planning, Design and Sustainability
Attention: Eco-Sustainability Officer
1450 N.E. Second Avenue, Room 525
Miami, Florida 33132
Fax: 305-995-4760
E-mail: arijo@dadeschools.net

With a copy to:

The School Board of Miami-Dade County, Florida
School Board Attorney's Office
1450 NE 2nd Avenue, #400
Miami, FL 33132
Attn: School Board Attorney
Fax: 305-995-1412

E-mail: Walter.Harvey@dadeschools.net

Notices provided herein in this paragraph shall include all notices required in this Agreement or required by law.

ARTICLE XIX
INSURANCE

TENANT warrants that it is self-insured.

ARTICLE XX
PERMITS, REGULATIONS & SPECIAL ASSESSMENTS

TENANT covenants and agrees that during the term of this Agreement TENANT will obtain any and all necessary permits and approvals and that all uses of the Demised Premises will be in conformance with all applicable laws, rules, regulations, ordinances and codes of Federal, State and Local Governments, including all applicable zoning regulations, as they may be amended from time to time, as they apply to this Agreement. Any and all charges, taxes, or assessments levied against the Demised Premises for which TENANT is not otherwise exempt shall be paid by TENANT and failure to do so will constitute a breach of this Agreement.

ARTICLE XXI
ADDITIONAL PROVISIONS

1. Mechanic's, Materialmen's and Other Liens

TENANT agrees that it will not permit any mechanic's, materialmen's or other liens to stand against the Demised Premises for work or materials furnished to TENANT; it being provided, however, that TENANT shall have the right to contest the validity thereof. TENANT shall immediately pay any judgment or decree rendered against TENANT, with all proper costs and charges, and shall cause any such lien to be released off record without cost to LANDLORD.

2. Non-Discrimination

The Board of County Commissioners declared and established as a matter of policy, by Resolution No. 9601 dated March 24, 1964, that there shall be no discrimination based on race, color, creed, or national origin and Resolution No. 85-92 dated January 21, 1992, that there shall be no discrimination on the basis of disability in connection with any County property or facilities operated or maintained under lease agreement, license, or other agreement from MIAMI-DADE COUNTY or its agencies.

TENANT agrees to comply with the intention of Resolution No. 9601 dated March 24, 1964 and Resolution No. 85-92 dated January 21, 1992, involving the use, operation, and maintenance of the property and facilities included in this Agreement.

3. Legal Fees and Court Costs

In the event of any litigation between the Parties under this Agreement, each Party shall be responsible for its own attorney's fees and court costs through trials and appellate levels. The provisions of this paragraph shall survive the termination of this Agreement.

4. Signage

TENANT may erect, at its sole cost and expense, identification signage on the exterior of and within the Demised Premises, in conformance with all rules and regulations governing public schools.

5. Construction of Agreement

This Agreement 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.

6. Severability

In the event any paragraph, clause or sentence of this Agreement or any future amendment thereto is declared invalid by a court of competent jurisdiction, such paragraph, clause or sentence shall be stricken from the subject Agreement and the balance of the Agreement shall not be affected by any deletion, provided to do so would not render interpretation of the Agreement provisions ambiguous or a nullity.

7. Waiver

No waiver of any provision shall be deemed to have been made unless such waiver is in writing and signed by the LANDLORD and TENANT. The failure of any Party to insist upon strict performance of any of the covenants, provisions or conditions of this Agreement shall not be construed as waiving or relinquishing any such covenants, provisions or conditions, but the same shall continue and remain in full force and effect.

8. Authority of Superintendent of Schools

For purposes of this Agreement, the Superintendent of Schools shall be the party designated by the TENANT to grant or deny any modifications and approvals required by this Agreement, including, without limitation, amending any of the exhibits to the

Agreement, placing the LANDLORD in default, reviewing and approving matters related to construction by the TENANT at the Demised Premises, renewing the Agreement, or canceling and/or terminating the Agreement as provided herein.

9. Compliance with Federal, State and local Laws

The Parties shall comply with all applicable laws, rules, regulations, ordinances and codes of all governmental authorities, including, without limitation, School Board Policies, the Florida Building Code, the Americans with Disabilities Act and the Jessica Lunsford Act, as all may be further amended from time to time and to the extent required by applicable law.

10. Amendments

The LANDLORD and TENANT, by mutual agreement, shall have the right, but not the obligation, to amend this Agreement. Such amendments shall be effective only when signed by the LANDLORD and TENANT and shall be incorporated as part of this Agreement

11. Counterparts

This Agreement may be signed in any number of counterparts, each of which constitutes the Agreement of the Parties and each of which will be treated as an original.

12. Time is of the essence

Time is of the essence in the performance of this Agreement.

ARTICLE XXII
LANDLORD'S PREMISES

During the term of this Agreement, LANDLORD shall have the right to occupy approximately 1,934 square feet of space within the Demised Premises, as identified in attached Exhibit "A", and hereinafter referred to as "LANDLORD's Premises". The Parties, through their respective designees, agree that the exact area occupied by LANDLORD and the period of use may be modified from time to time, as mutually agreed to and at the request of either Party.

The LANDLORD's Premises shall be used by LANDLORD for classroom training and

related activities, and for other County and community functions, as may be required. The TENANT shall provide all maintenance, custodial and janitorial services to the LANDLORD'S Premises as a part of TENANT'S responsibilities related to the entire Demised Premises.

The LANDLORD may access certain portions of the Demised Premises for community meetings, activities and events on an "as needed" basis, with the prior consent of TENANT'S site administrator, which consent shall not be unreasonably withheld.

ARTICLE XXIII
WRITTEN AGREEMENT

This Agreement contains the entire agreement between the Parties hereto and all previous negotiations leading thereto, and it may be modified only by resolution approved by the Board of County Commissioners and The School Board of Miami-Dade County, Florida.

[REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, LANDLORD and TENANT have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

(CORPORATE SEAL)

WITNESS IRIS BARBA JACKSON

WITNESS MICHAEL A. LEVINE

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
(TENANT)

BY: _____
Alberto M. Carvalho
Superintendent of Schools

TO THE SCHOOL BOARD:
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

12/13/12

School Board Attorney

(OFFICIAL SEAL)

ATTEST:

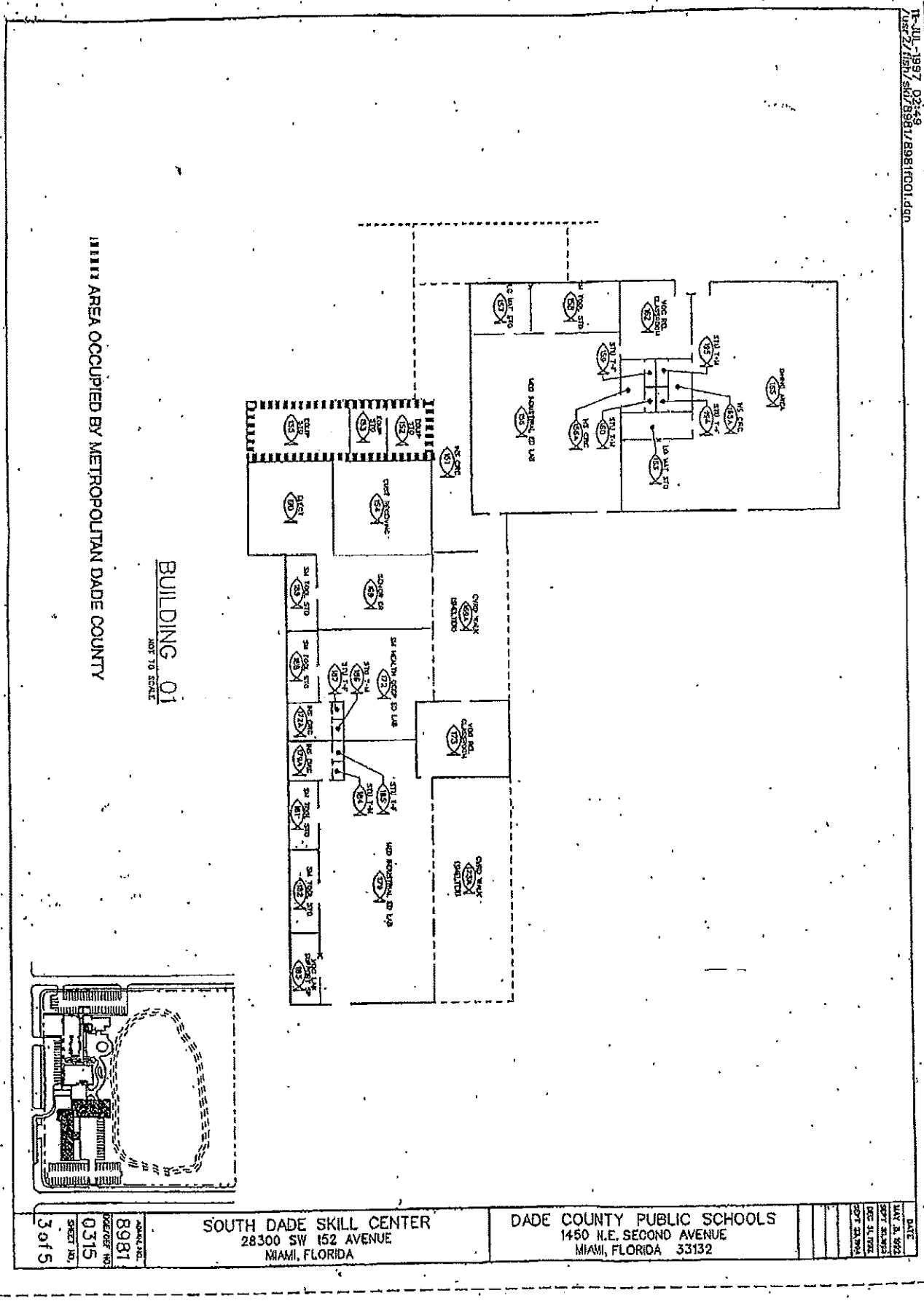
HARVEY RUVIN, CLERK

By: _____
DEPUTY CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS
(LANDLORD)

By: _____
Carlos Gimenez
County Mayor

EXHIBIT "A"



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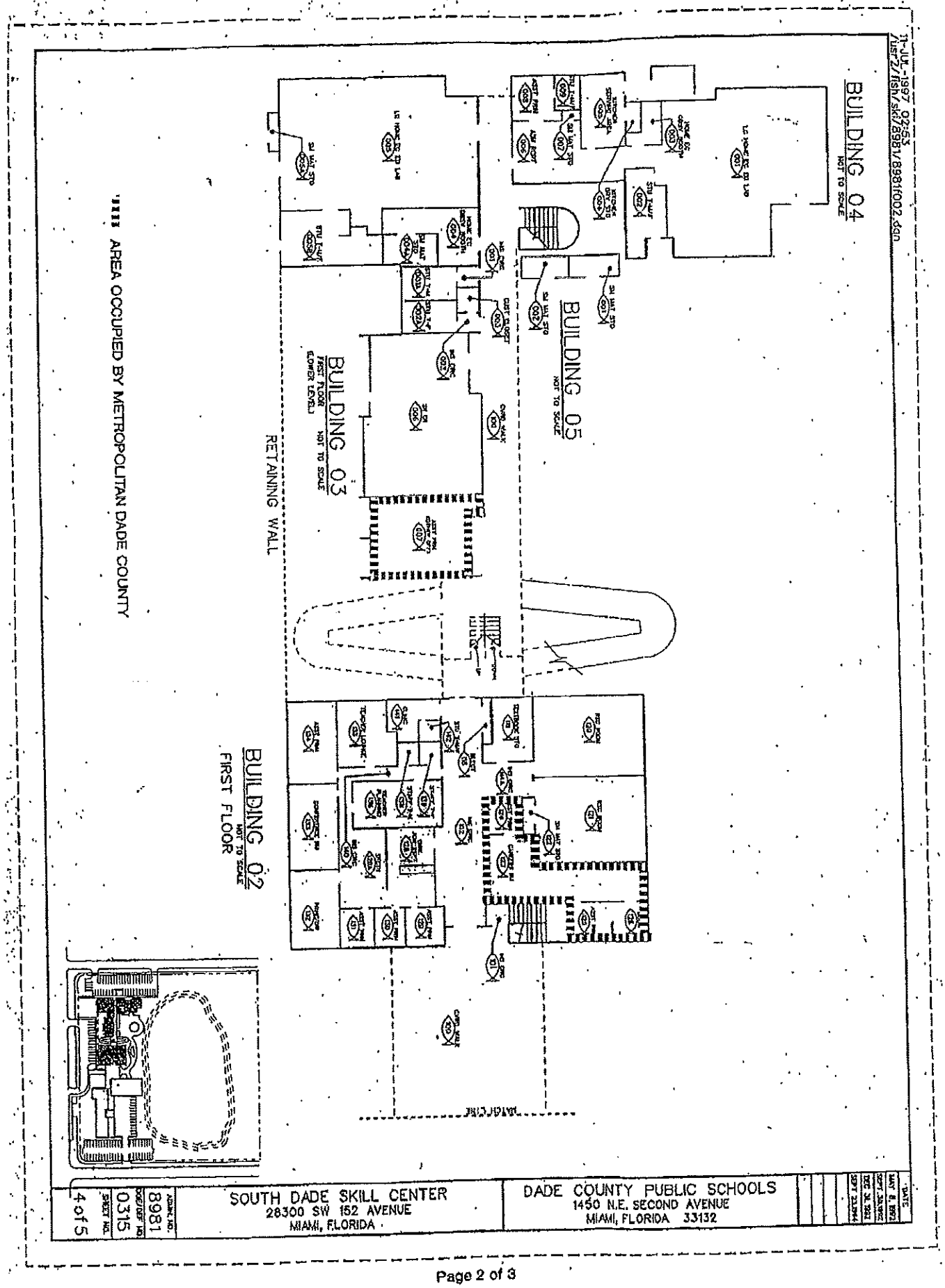
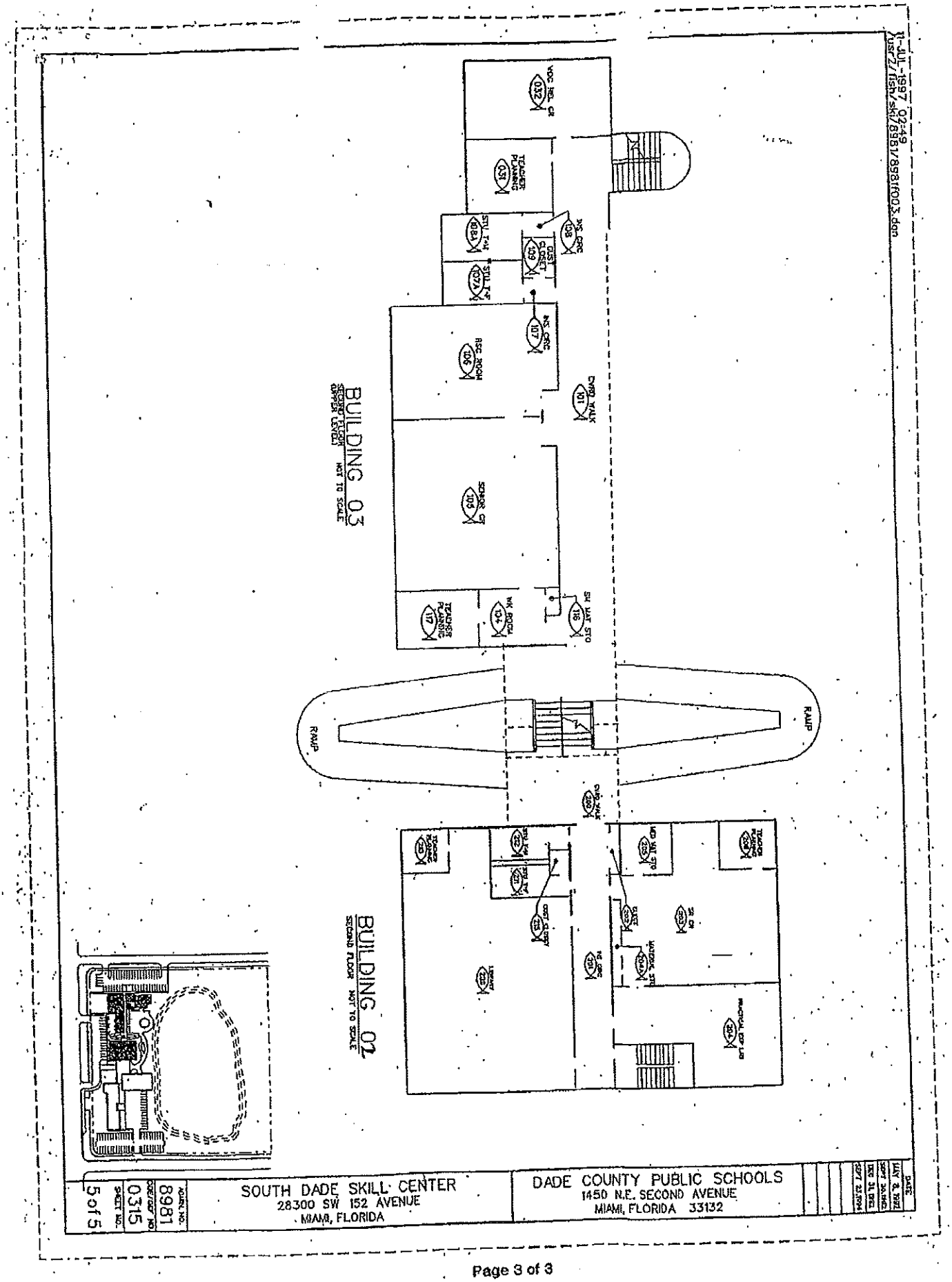

BUILDING 04
NOT TO SCALE
BUILDING 05
NOT TO SCALE
BUILDING 03
FIRST FLOOR
LOWER LEVEL
NOT TO SCALE
RETAINING WALL
BUILDING 02
FIRST FLOOR
NOT TO SCALE
AREA OCCUPIED BY METROPOLITAN DADE COUNTY
SOUTH DADE SKILL CENTER
28300 SW 152 AVENUE
MIAMI, FLORIDA
DADE COUNTY PUBLIC SCHOOLS
1450 N.E. SECOND AVENUE
MIAMI, FLORIDA 33132
8981
0315
4 of 5


BUILDING 03
SECOND FLOOR
UPPER LEVEL
NOT TO SCALE
BUILDING 02
SECOND FLOOR
NOT TO SCALE
RAMP
RAMP
SOUTH DADE SKILL CENTER
28300 SW 152 AVENUE
MIAMI, FLORIDA
DADE COUNTY PUBLIC SCHOOLS
1450 N.E. SECOND AVENUE
MIAMI, FLORIDA 33132
8981
0315
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Office of Superintendent of Schools
Board Meeting of October 10, 2012

September 26, 2012

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, MIAMI, 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. 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 untenantable, 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 Agreement shall be cancelled and the District shall either return the Center to the County in the condition it was in as of the effective date of the Agreement, or demolish the structure;

- 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, Miami, under, substantially, the terms and conditions noted above.

MAL: