

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

SUBJECT: THAT THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AUTHORIZE THE SUPERINTENDENT TO:

- 1) FINALIZE NEGOTIATIONS AND EXECUTE A LEASE AGREEMENT WITH EVERGLADES COMMUNITY ASSOCIATION, INC. ("ECA"), A NOT-FOR-PROFIT CORPORATION, LOCATED AT 38000 S.W. 193 AVENUE, FLORIDA CITY, FLORIDA 33034, FOR USE OF CLASSROOM SPACE BY THE MIGRANT EDUCATION PROGRAM; AND
- 2) EXECUTE ANY AMENDMENTS TO THE LEASE AGREEMENT WITHIN THE AUTHORITY GRANTED TO THE SUPERINTENDENT BY THE BOARD IN THE LEASE AGREEMENT, AND TO GRANT OR DENY ALL APPROVALS REQUIRED UNDER THE LEASE AGREEMENT, INCLUDING AUTHORIZING CONSTRUCTION BY THE BOARD WITHIN THE LEASED SPACE, RENEWING, EXTENDING, CANCELLING OR TERMINATING THE LEASE AGREEMENT, AND PLACING ECA IN DEFAULT, AS MAY BE APPLICABLE

COMMITTEE: FACILITIES AND CONSTRUCTION

LINK TO STRATEGIC BLUEPRINT: EFFECTIVE AND SUSTAINABLE BUSINESS PRACTICES

Background Information

Since February 2006, the Board has leased 1,837 square feet of office/retail space, located at 38000 S.W. 193 Avenue, Florida City, Florida, 33034 ("Classroom Space") from the Everglades Community Association, Inc. ("ECA"), pursuant to a lease agreement between the parties ("Existing Agreement"). ECA is a Florida not-for-profit corporation, which operates the Everglades Farm Worker Village ("Village"), a low-income housing project with approximately 300 school-age migrant children. The Classroom Space is utilized by the Title I Migrant Education Program ("Program") to provide supplemental extended school day program and support services to approximately 100 at-risk students who reside within the Village. The vast majority of these students attend Laura C. Saunders Elementary, Homestead Middle and Homestead Senior High Schools, and a number attend other District special programs schools and charter schools. In addition, the Classroom Space is used to conduct evening classes and workshops for migrant farm worker adults residing

within the Village. The Existing Agreement expires June 30, 2018, and Title I Administration has indicated a continuing need for the Classroom Space.

District staff contacted the landlord who expressed a willingness to enter into a new lease agreement ("Agreement") to allow uninterrupted District use of the facility for a two-year period (July 1, 2018 through June 30, 2020), with three (3) additional one (1) year extension periods at the Board's sole option. Due to the longstanding relationship with the District, ECA has agreed to retain the existing rental obligation at its current rate of \$16,054.64 per year for the first two (2) years of the lease term, with the rate to increase by 2% annually thereafter, should the Board extend the term. Title I Administration has advised that funding from the Title I Migrant Grant will be utilized to fund the annual rental obligation.

Proposed Lease Agreement

The Title I Administration recommends entering into the Agreement with ECA for the use of the Classroom Space by the Program, under, substantially, the following terms and conditions:

- an initial term of two (2) years (July 1, 2018 through June 30, 2020);
- the District shall have the sole option of renewing the Agreement under the same terms and conditions, for three (3) successive one (1) year periods, provided the District gives written notice to ECA at least sixty (60) days prior to the expiration of the then current term;
- the annual rental rate will remain unchanged at \$16,054.64 for the period of July 1, 2018 through June 30, 2020, and will increase by 2% each year thereafter in the event the Board elects to extend the term: (\$16,375.73 annually for the period of July 1, 2020 through June 30, 2021; \$16,703.24 annually for the period of July 1, 2021 through June 30, 2022; and \$17,037.30 annually for the period of July 1, 2022 through June 30, 2023);
- ECA will provide and pay for all utilities except electricity, which shall be the District's responsibility;
- ECA shall provide all maintenance and repairs to the office building common areas;
- the District shall provide routine maintenance, repairs and custodial services to the Classroom Space;
- the District may cancel the Agreement at any time by providing the landlord with a minimum of six (6) months prior written notice. In addition, the District may cancel the Agreement with 30 days' notice in the event Federal or other governmental requirements which govern Title I programs or activities are significantly modified, or Federal funds or other funding sources for this Program are eliminated or significantly reduced, to the extent that the District is no longer able to operate its

Program at this location;

- other than in the event of damage or destruction, or default on the part of the District, which default is not cured, ECA shall not have the right to cancel the Agreement;
- the District shall provide ECA with evidence of self-insurance;
- ECA shall hold harmless and indemnify the Board against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons, including death, or damage to tangible property arising out of or incidental to the performance of this Agreement (including goods and services provided thereto) by or on behalf of ECA, whether or not due to or caused in part by the negligence or other culpability of the Board, excluding only the sole negligence or culpability of the Board;
- the Board shall indemnify and hold harmless ECA to the extent of the limitations included within Section 768.28, Florida Statutes;
- for purposes of the Agreement, the Superintendent of Schools or his/her designee shall be the party designated by the Board to grant or deny all approvals under the Agreement relating to operational issues; and
- in addition to the above, the Superintendent of Schools shall be the party designated by the Board to execute any amendments to the Agreement within the authority granted to the Superintendent by the Board in the Agreement, and to grant or deny any approvals under the Agreement, including authorizing construction within the Classroom Space, renewing, extending, canceling or terminating the Agreement, and placing ECA in default.

The proposed Agreement has been reviewed and approved by the School Board Attorney's Office and the Office of Risk and Benefits Management for legal sufficiency and risk management issues, respectively.

RECOMMENDED:

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

- 1) finalize negotiations and execute a Lease Agreement with Everglades Community Association, Inc. ("ECA"), a not-for-profit corporation, located at 38000 S.W. 193 Avenue, Florida City, Florida, 33034, for use of classroom space by the Migrant Education Program, under, substantially, the terms and conditions noted above; and
- 2) execute any amendments to the Lease Agreement within the authority granted to the Superintendent by the Board in the Lease Agreement, and to grant or deny all approvals required under the Lease Agreement, including authorizing construction by the Board within the leased space, renewing, extending, canceling or terminating the Lease Agreement, and placing ECA in default, as may be applicable.

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