

Deputy Superintendent of Schools
Henry C. Fraind

**SUBJECT: AUTHORIZATION TO ENTER INTO A LEASE AGREEMENT WITH THE
GREATER MIAMI SERVICE CORPS FOR THE OPERATION OF A
HORTICULTURAL EDUCATION CENTER ON BOARD-OWNED LAND**

Robert Morgan Vocational School currently operates a horticultural educational program at the 6.588 acre Board-owned South Dade Plant Center, located at U.S. 1 and S.W. 244 Street (see attached location map). The District is currently responsible for all maintenance, utilities and other operational expenses. The Greater Miami Service Corps (GMSC), a non-profit organization which provides services to students who are presently enrolled in the District's horticultural education program, has expressed a desire to enter into a lease agreement with the Board for this facility in order to enhance the educational program. This GMSC business/educational venture will provide additional opportunities in the areas of finance, business and marketing, while increasing Corpsmember self-esteem and employability. The current District educational program will continue, as a condition of the lease, with GMSC graduates qualifying for job placement in the horticulture industry or advanced educational opportunities. No physical improvements requiring the use of District funds are necessary as a result of the proposed Board action.

Pursuant to negotiating procedures, a Management Team meeting was held on January 22, 1999, for direction on negotiating strategies and parameters. Based on this direction, terms and conditions of the proposed lease agreement are as follows:

- a one year term, effective with the execution of an Affiliating Agreement between the District and lessee, with five additional one-year option periods, at the Board's option;
- upon the termination or cancellation of the Affiliating Agreement, where the parties do not enter into a successor Affiliating Agreement during the term of the lease, the District may, at its sole option, cancel the lease with 30 days advance written notice;
- other than the above, either party may cancel the lease with 90 days advance written notice;
- lessee shall have full control, custody, right and use of the facility at all times as a horticultural education center;
- lessee shall accept the facility in its current condition, but may make additions or improvements, with the consent of the District;
- rent shall be \$1.00 per year;

- lessee shall maintain a policy of General Liability Insurance in the amount of \$1,000,000;
- lessee shall have complete responsibility for the payment of utility costs and maintenance of the facility;
- the Superintendent shall be the party designated by the Board to grant or deny all approvals required under the lease or to cancel the lease; and
- upon termination, cancellation or expiration of the lease, the District can choose to accept any improvements constructed by the lessee or, at the District's option, have those improvements removed.

The proposed agreement has been reviewed by the School Board Attorney's Office and by the Office of Risk and Benefits Management. The Deputy Superintendent of Education recommends approval of this lease agreement.

A copy of the proposed agreement will be placed on file in the Citizen Information Center and the Recording Secretary's Office.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the Superintendent or his designee to execute a lease agreement with the Greater Miami Service Corps for the operation of a horticultural education center on 6.588 acres of Board-owned land at U.S. 1 and S.W. 244 Street, under the terms and conditions set forth above.

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LOCATION MAP

