

Business Operations
Facilities Planning
Ana Rijo-Conde, AICP, Administrative Director

**SUBJECT: AUTHORIZE THE EXECUTION OF A LEASE AGREEMENT
 WITH THE UNIVERSITY OF MIAMI TO ALLOW THE
 PLACEMENT OF A TRAILER FACILITY ON THE CAMPUS OF
 JOHN F. KENNEDY MIDDLE SCHOOL TO PROVIDE A SCHOOL
 BASED HEALTH CLINIC**

COMMITTEE: FACILITIES PLANNING AND CONSTRUCTION

History

The Board, at its meeting of April 18, 2001, authorized entering into a cooperative agreement with the Dr. John T. MacDonald Foundation School Health Initiative, through the University of Miami School of Medicine, to provide comprehensive school-based health services for students enrolled at Sabal Palm, Fulford and Greynolds Elementary Schools, John F. Kennedy Middle School and North Miami Beach Senior High School. The District entered into a subsequent Cooperative Agreement (Cooperative Agreement) with the University of Miami School of Medicine on April 19, 2001 for the purpose of instituting school-based health clinics at these schools. In addition, the District entered into a Construction Agreement (Construction Agreement) with the University of Miami (University) on October 11, 2001, for the purpose of modifying existing building space or portable classrooms at each school site in order to accommodate the clinic facilities. Under the terms of the agreements, the University will provide the funding necessary for the District to prepare clinic facilities at each of these school locations.

As part of the scope of work at John F. Kennedy Middle School (School), plans were initially developed to convert an existing Board-owned portable classroom for use as a clinic. Subsequent investigation revealed that the work necessary to modify the portable classroom and bring it into code compliance would be cost prohibitive and, as a result, the University agreed to lease a new 35'x60' trailer facility at its sole cost, modified for use as a clinic, to be installed on a portion of the School campus. The University will own the trailer during the term of the lease and, as such, it will be necessary to enter into a lease agreement (land lease) for placement of the facility on the subject Board-owned site.

Terms of Proposed Land Lease

The proposed land lease includes the following terms and conditions:

- the initial term of the land lease shall begin upon execution of the document by both parties and shall end on June 30, 2005, which is the same date that the existing Cooperative Agreement expires. Subsequent to this initial term, the land lease shall run coterminous with the Cooperative Agreement, which may be renewed annually by mutual agreement of the parties;
- rent shall be \$1 per year during the initial term and all subsequent renewal periods;
- the University shall have use of the site for the placement of a school-based health clinic trailer facility for the benefit of the School, and for any related health use that may be sanctioned by the Board under the Cooperative Agreement;
- all work necessary to prepare the site for installation of the trailer facility, including architectural/engineering services, plan approval, project management, project close-out and hook-up of utilities, will be completed by the District, at the cost of the University, under the terms of the Construction Agreement;
- the University shall be responsible for maintenance of the trailer facility and for the disposal of medical wastes. In addition, the University shall be responsible for the cost of all licenses, permits and fees required by regulatory or governmental agencies to operate the clinic;
- the District shall be responsible for the cost of all utilities, as well as all routine janitorial and custodial services, other than the disposal of medical wastes;
- in the event of damage or destruction of the trailer facility, the University shall elect to either repair the unit, at its sole cost and expense, or cancel the lease agreement;
- the lease agreement may be canceled by either party in the event of default, which default is not cured, or in the event the Cooperative Agreement is canceled. In addition, the District may cancel the lease agreement in the event the University causes a lien to be placed against the property as a result of any of its actions, and fails to release or satisfy same;
- other than in the event the Cooperative Agreement is canceled, should the lease agreement be terminated or canceled by either party for any reason, the Cooperative Agreement shall not be disturbed and can only be canceled as provided for in that agreement;

- upon the termination, cancellation or expiration of the lease agreement, the University shall be responsible for the removal of all above-grade improvements, with the District responsible for leveling/grading and re-sodding the site; and
- the Superintendent shall be the party designated by the Board to grant or deny all approvals required by this agreement, or to cancel the agreement.

The proposed lease agreement shall be reviewed and approved by the School Board Attorney's Office; the Office of Risk and Benefits Management; the School principal; the Region II Superintendent; the Executive Director of Capital Improvement Projects; and the Administrative Director for School Operations, prior to execution.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the Superintendent or his designee to execute a lease agreement with the University of Miami to allow the placement of a trailer facility at the University's sole cost, on the campus of John F. Kennedy Middle School to provide a school-based health clinic for students, at an annual rental amount of \$1, and under the terms and conditions set forth above.

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