

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

**SUBJECT: AUTHORIZATION TO EXECUTE A LEASE AMENDMENT AND RENEW THE LEASE AGREEMENT WITH MIAMI-DADE COUNTY FOR USE OF VARIOUS SCHOOL SITES FOR THE OPERATION OF HEAD START CENTERS**

**COMMITTEE: FACILITIES PLANNING AND CONSTRUCTION**

**History**

Since June 1985, the School Board (Board) has leased facilities at a number of schools to Miami-Dade County (County) for the operation of Head Start Centers. The County operates its program at each school through the use of existing classrooms or placement of portable classrooms (whether Board or County-owned) on the site. The County presently utilizes 12 classrooms, 2 Board-owned portable classrooms and 28 County-owned portable classrooms, at a total of 26 school sites. The County has completed its initial one-year lease term and the seventeenth of an unlimited number of one-year renewal option periods. The current lease term will expire on November 30, 2002.

**Lease Renewal**

The lease agreement stipulates that the County shall submit, on an annual basis, a list showing the school sites and classrooms that it wishes to utilize for the upcoming year. This list has been submitted for the 2002-03 lease term, and has been reviewed and recommended for approval by each of the affected schools and regions, and by the Office of Adult/Vocational and Alternative Education.

In addition to use of school facilities at the 26 locations noted above, the County has requested use of 7 new classrooms at 6 school sites during the 2002-03 lease term, which have been recommended by the affected schools and regions. One of these 6 school sites is already used by the County to operate its Head Start program. As such, there is a net total of 5 new school sites being recommended for County use during the 2002-03 lease term. Therefore, if approved by the Board, County use of District facilities for the 2002-03 lease term will include 19 classrooms, 2 Board-owned portable classrooms and 28 County-owned portable classrooms, at a total of 31 school sites. This proposed renewal represents the eighteenth of an unlimited number of one-year renewal option periods available under the lease agreement.

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## **Proposed Lease Amendments**

Under the terms of the lease agreement, the District is responsible for maintenance and repair, and for the payment of all utilities, of those classrooms utilized by the County to provide Head Start services. The County is responsible for maintenance and repair, and for the payment of all utilities, of those portable classrooms (whether Board or County-owned), utilized by the County to provide Head Start services. A review of the files indicates that 20 of the 30 portable classrooms were connected to school utilities at the time they were installed, and the District has been paying these utility costs. Three (3) of these 20 portable classrooms have subsequently been removed, leaving a total of 17 still connected to school utilities.

For a number of years, the County and Board have made certain facilities available to the other party for educational or other community services. These facilities are typically provided to the other party at no cost. An example of such a beneficial relationship is the District's use of several County buildings for the operation of the Early Intervention Development Center, the Specialized Development Center – North, the Family & Children Development Center, the Specialized Development Center – South and the Family & Adolescent Development Center. These programs currently serve 162 special-needs students. In addition to providing the facilities housing these programs at no cost to the District, the County is staffing each program with Clinicians and other personnel necessary to operate the program. District staff is, therefore, recommending that the lease agreement for County use of various school sites for the operation of Head Start Centers be amended to eliminate provisions for the County to bear the cost of utilities for the 17 portable classrooms currently in place that are connected to school utilities, and to modify several other terms of the agreement.

The proposed lease amendment includes the following terms and conditions:

- in consideration of the County facilitating District use of County-owned facilities for the past several years, at no cost, the District will likewise forego, retroactively, the recovery of costs, which the District has paid, for electrical or water and sewer usage for the 17 portable classrooms now in place, as well as the three (3) previously installed. Henceforth, the District will be responsible for the payment of all utilities charges (other than telecommunications) used by these portable classrooms;
- at such time as the County replaces these 17 portable classrooms, or installs additional portable classrooms at a school site beyond those in place as of December 1, 2002, those portable classrooms replaced or added shall have utility services separately metered, and the County shall thereafter retain all responsibility for payment of the utility services. Notwithstanding the foregoing, the County shall

continue to be responsible for the payment of all utilities serving the remaining Head Start portable classrooms not being paid by the District;

- the County shall continue to be responsible for the maintenance and repair of all portable classrooms providing Head Start services at all times;
- the lease agreement may be renewed by the County for successive one (1) year renewal periods, at the discretion of the Board, or its designee, by giving the Board written notice at least thirty (30) days prior to the expiration of the then current term;
- at the time of renewal, individual classroom or portable classroom locations may be deleted from or added to the list of school sites utilized by the County to provide Head Start services, at the discretion of the Board, or its designee. The County shall submit to the Board, on an annual basis, a list showing the school sites and classrooms that it wishes to utilize for the upcoming year, at least ninety (90) days prior to the renewal of the lease agreement. Once the list of school sites submitted by the County has been reviewed by all appropriate District departments, the Board shall provide the County with the list of school sites approved for Head Start use for the upcoming year. Such list shall become Schedule "A" of the lease agreement (Schedule "A" is defined in the lease agreement as the authorized list of school sites utilized by the County to provide Head Start services);
- pertaining to individual classrooms, the Board agrees that the demised premises, shall, at the Board's expense, be in compliance with the Americans with Disabilities Act. With respect to portable classrooms, the County agrees that the demised premises shall, at the County's expense, be in compliance with the Americans with Disabilities Act;
- all notices or other communications which shall or may be given pursuant to the lease agreement shall be in writing and shall be sufficiently given or delivered if dispatched by personal service or by U.S. mail, postage pre-paid, to the parties at their respective addresses as shown under Article XX of the lease agreement, or as the same may be changed in writing from time to time; and
- either party may cancel the lease agreement at any time by giving the other party at least 120 days prior written notice;
- in an effort to more closely align the County's annual period of use (presently December 1<sup>st</sup> through November 30<sup>th</sup>) with the typical school year, the current renewal period shall commence December 1, 2002 and shall end on a date to be mutually agreed upon by County and District staff, approximating the end of the 2002-03 school year. Thereafter, the lease term shall run on an annual basis; and
- the Superintendent of Schools shall be the party designated by the Board to grant

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or deny all approvals required by this agreement, or to cancel this agreement.

All other terms and conditions of the lease agreement will remain unchanged, including the total combined annual rental rate of \$1.00 for all locations. The term of the renewal option period will commence December 1, 2002 and will end on a date to be mutually agreed upon by County and District staff, approximating the end of the 2002-03 school year. Thereafter, the lease term shall run on an annual basis. No physical improvements requiring the use of District funds are necessary as a result of the proposed Board action.

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Staff contacted the Region Superintendents for all six Regions and the Assistant Superintendent of the Office of Adult/Vocational and Alternative Education, who recommend renewal of the lease agreement for the one-year period commencing December 1, 2002, and ending November 30, 2003, as well as the proposed modifications to the lease. The proposed lease amendment shall be reviewed and approved by the Office of Risk and Benefits Management; the School Board Attorney's Office; the Region Superintendents for all six Regions; the Assistant Superintendent of the Office of Adult/Vocational and Alternative Education; and the Associate Superintendent of School Operations, prior to execution.

**RECOMMENDED:**

That The School Board of Miami-Dade County, Florida:

1. authorize the Superintendent or his designee to execute a lease amendment with Miami-Dade County to provide utilities to Head Start at no cost, and in conformance with the other terms and conditions set forth above; and
2. authorize the renewal of the lease agreement with Miami-Dade County to allow use of classrooms and/or portable classrooms at 31 school sites for the operation of Head Start Centers, at a total combined annual rental rate of \$1.00. The term of the renewal option period will commence December 1, 2002 and will end on a date to be mutually agreed upon by County and District staff, approximating the end of the 2002-03 school year. Thereafter, the lease term shall run on an annual basis. All other terms and conditions of the lease agreement, other than as noted above, will remain unchanged.

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