

Business Operations
J.E. Surash, P.E., Chief Business Officer

SUBJECT: AUTHORIZATION TO EXECUTE A LEASE AGREEMENT WITH KIDCO CHILD CARE, INC., FOR USE OF VACANT BOARD-OWNED LAND AT THE FORMER BUENA VISTA ELEMENTARY SCHOOL, LOCATED AT 3001 NW 2 AVENUE, FOR THE PROVISION OF A HEAD START PROGRAM TO WYNWOOD AND THE SURROUNDING COMMUNITY

COMMITTEE: FACILITIES MANAGEMENT

Since 1999, Kidco Child Care, Inc. (Kidco), a 501 (c)(3) not-for-profit Florida corporation, has utilized Building #2 at the former Buena Vista Elementary School campus, to provide Head Start services to approximately 40 children in Wynwood and the surrounding community as a delegate agency through a contract with Miami-Dade County (see location map). The Corporate Academy North program, which occupied the balance of the school facility, relocated in June 2003, and it was anticipated that the school campus would remain unoccupied, pending a determination by the Board as to its future use. Because of a continuing need to serve low and moderate income children and families within Wynwood and the surrounding community, and since the current location is centrally located and established for this type of operation, Kidco requested that it be allowed to remain in Building #2.

Recent inspections of the space now occupied by Kidco by the District's Educational Facilities Compliance Department have revealed that the facilities are not in compliance with the applicable building and fire codes, and may pose serious safety-to-life issues to its inhabitants. In particular, because of the age and physical condition of the facility, the amount of work required to bring the building occupied by Kidco into code compliance for the operation of a child-care facility is quite extensive.

Due to the importance of the Kidco operation, District staff explored a number of options to allow Kidco to continue its occupancy. However, the severity of the building deficiencies and present concerns with the safety to its students and staff will require that Kidco vacate the building. In an attempt to provide an alternate location, the District explored entering into a lease agreement for any available classroom or vacant land for a trailer at a school in close proximity, where space permits. Due to the undersized nature of local school sites and pressing classroom needs, no available classroom or vacant land is available at a school in the Wynwood Community. However, vacant Board-owned land adjacent to the Buena Vista Elementary School campus is currently not being used or planned for District purposes in the near future, and Kidco has requested that the District provide a lease to allow placement of up to three trailers at

Revised

that location to serve this program (site "A" on location map). This would permit continued use by Kidco of the existing parking area and play area on the Buena Vista School site. Kidco has advised that, due to a need to provide for a permanent location for its program, and because the Board has not determined the future long-term use of the site, the proposed lease agreement will be limited in duration. In addition, Kidco has requested use of other vacant land at this same location for a two-year period, to place up to six trailers to house approximately 120 children that will be displaced from another Kidco child-care site, while extensive building renovations are ongoing (site "B" on location map).] Revised

The proposed lease agreement will include, substantially, the following terms and conditions:

- the leased area will encompass site "A" (exact area to be determined), site "B" (exact area to be determined), and an adjacent existing parking area and play area on the Buena Vista Elementary School campus (see location map);
- site "A", along with the parking area and play area shall have a three-year base term, with two one-year options, at the Board's sole discretion;
- site "B" shall have a two-year base term, with one one-year option, at the Board's sole discretion;
- no annual rent;
- Kidco shall accept the leased area in its current condition;
- Kidco shall, at its sole cost and expense, make all necessary improvements to the leased area, including those required to make the leased area code compliant for the purpose of operating a child care facility;
- Kidco shall be responsible for all costs related to using a municipal building department or firm qualified to provide building code, plan review and inspection services for the District, in order to secure approval of construction drawings and specifications for work to take place within the leased area (including all work related to the placement of trailers), issuance of permits, inspection of the work and provision of a final occupancy certificate;] Revised
- Kidco shall cause any contractor performing work within the leased area to indemnify, defend and hold harmless the Board, its employees and representatives from any liability, damages and claims, and to name the Board as an additional insured with respect to any liability policies provided by the contractor to Kidco in connection with the work;

- Kidco shall be responsible for all costs related to water and sewer service, electrical service, telephone use, garbage removal and any other like services or utilities, as well as the installation, monitoring and maintenance of any intrusion or fire alarm systems required to service its facilities within the leased area;
- Kidco shall be responsible for all facility and grounds maintenance, including the play area and parking area;
- either party shall have the right to cancel the agreement at any time, without penalty, by giving the other party 90 days prior written notice. In addition, the agreement may be canceled by either party in the event of default, which default is not cured;
- in addition to the other cancellation provisions, in the event of damage or destruction due to fire, windstorm or other natural disasters, Kidco may, at its option, either repair the leased area to a usable condition or cancel the agreement, in which case it shall restore the leased area to the same or better condition as existed before the commencement date of the lease agreement;
- Kidco shall indemnify and hold the Board harmless from all liabilities associated with its occupancy. In addition, Kidco shall provide General Liability Insurance in the amount of \$1,000,000, and shall name the Board as an additional insured; and
- the Superintendent of Schools shall be the party designated by the Board to grant or deny all approvals required by this lease agreement, or to cancel this lease agreement.

The Chief Education Officer and Deputy Superintendent of Schools, Associate Superintendent of Access Centers, Facilities Planning Officer and the District's Building Official recommend entering into the proposed lease agreement. The proposed lease agreement document will be reviewed by the Assistant Superintendent for ACCESS Center 4, the District's Building Official, the School Board Attorney's Office and the Office of Risk and Benefits Management, prior to its execution.

RECOMMENDED:

That The School Board of Miami-Dade County, Florida, authorize the Superintendent or his designee to execute a lease agreement with Kidco Child Care, Inc., for use of vacant Board-owned land at the former Buena Vista Elementary School, located at 3001 NW 2 Avenue, for the provision of a Head Start program to Wynwood and the surrounding community, substantially in conformance with the terms and conditions set forth above.

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LOCATION MAP

