

Office of School Facilities
Rose Diamond, Chief Facilities Officer

SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE A LEASE AGREEMENT WITH EVERGLADES COMMUNITY ASSOCIATION, INC., FOR CLASSROOM SPACE FOR USE BY THE MIGRANT EDUCATION PROGRAM, LOCATED AT 38000 SW 193 AVENUE, FLORIDA CITY

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

The Everglades Community Association, Inc. (ECA), a Florida non-profit corporation, operates the Everglades Farm Worker Village (Village), a low-income housing project located approximately five miles southwest of Florida City, at 38000 SW 193 Avenue. Approximately 400 school age migrant children reside in the Village, and attend Laura C. Saunders Elementary, Homestead Middle and Homestead Senior High Schools. ECA has recently constructed a retail/office facility that can be utilized by the Migrant Education Program to provide supplemental extended school day services to students residing within the Village to help address low performing schools and improve student academic performance.

The proposed lease would provide Title I Migrant Education Program staff with classroom space for extended school day program services, as well as offering the District's Adult Education Program with a location to conduct classes for migrant farm worker adults residing at the Village. The premises consist of two office suites, totaling 1,837 square feet. The area is built-out with finished walls, ceilings, floors and lighting, is immediately available for occupancy, and will be utilized by the District to provide its educational program without any additional tenant improvements.

It is recommended that the Superintendent be authorized to finalize negotiations and execute a lease agreement with ECA under, substantially, the following terms and conditions:

- a three year base term, with two one-year renewal options thereafter, at the sole option of the District;
- an annual rental rate of \$14,400 (\$7.83 per square foot), for the first year of the term;
- the rental rate for each additional year of the term, including option periods, shall be adjusted annually by the Consumer Price Index, not to exceed four percent;
- the District shall have full control, custody, right and use of the premises at all times;

- in the event all or portions of the premises or the balance of the office building should be destroyed or so damaged by fire, windstorm or other casualty to the extent the District is unable to use the facility, as determined by the District's Department of Safety, ECA may, at its option, cancel the lease agreement. However, if ECA fails to cancel the lease agreement, it shall repair or render these areas tenantable within 90 days from the date of destruction or damage, or such other period of time as may be mutually agreed upon. In the event the ECA does not render the facility tenantable in the stipulated time frame, the District shall have the right to immediately cancel the lease agreement, without penalty;
- during all times that the premises, or a portion thereof, is rendered non-tenantable by the District due to damage or destruction, the District's obligations under the lease, including payment of rent, shall be proportionately abated;
- ECA shall provide and pay for all utilities except electricity, including, without limitation, water, sewer and trash removal services. The Board shall be responsible for electricity used within the premises, which account shall be separately metered and placed in the name of the District;
- ECA shall indemnify and hold the Board harmless from all liability which may arise as a result of ECA'S negligence, actions or failure to act under the terms of the lease agreement;
- the Board shall indemnify and hold ECA harmless, to the extent of the limitations included within Florida Statutes, from all liability which may arise as a result of the Board's negligence, actions or failure to act under the terms of the lease agreement;
- other than for damage caused exclusively by District use, ECA shall be responsible for all maintenance and repair of the office building shell and common areas, including, without limitation, all structural elements of the building, exterior doors and windows, the roof, common restrooms, the HVAC system serving the premises, general maintenance and cleaning of the walkway and grounds, and building plumbing and electrical systems;
- the District shall be responsible for routine maintenance and repair of the interior of the premises, including light bulb/ballast replacement, cleaning of air conditioning filters, and all required custodial services;
- either party may place the other in default, and cancel the lease agreement without penalty, if the defaulting party fails to cure the default;
- in addition to damage or destruction of the premises, or default on the part of ECA, which default is not cured, the District shall also have the right to cancel the lease agreement at any time by giving ECA at least six months prior written notice;

- 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 lease agreement, and;
- for purposes of this lease agreement, 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 lease agreement will be reviewed by the School Board Attorney's Office and Office of Risk and Benefits Management prior to execution.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the Superintendent to finalize negotiations and execute a lease agreement with Everglades Community Association, Inc., for classroom space for use by the Migrant Education Program, located at 38000 SW 193 Avenue, Florida City, substantially in conformance with the terms and conditions noted above.

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