

Office of School Facilities
Rose Diamond, Chief Facilities Officer

SUBJECT: AUTHORIZE THE SUPERINTENDENT TO EXECUTE A LEASE EXTENSION WITH THE HOMESTEAD HOUSING AUTHORITY AND FINALIZE NEGOTIATIONS AND EXECUTE A LEASE AGREEMENT FOR THE CONTINUED PLACEMENT OF PORTABLE CLASSROOMS AT THE REDLAND LABOR CAMP, LOCATED AT 29355 SOUTH DIXIE HIGHWAY, AND SOUTH DADE LABOR CAMP, LOCATED AT 13600 SW 312 STREET, FOR THE MIGRANT EDUCATION PROGRAM] Revised

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

Since March 1995, the Board has leased a vacant portion of the Redland Labor Camp, located at 29355 South Dixie Highway and the South Dade Labor Camp, located at 13600 SW 312 Street, for the placement of Board-owned portable classrooms for the Migrant Education Program, under two separate lease agreements with the Homestead Housing Authority (HHA). Both facilities are used for ongoing educational programs for the children of migrant workers. The District is in the last renewal option period at each location, and both agreements will expire on June 30, 2006. Staff contacted the Executive Director of HHA, who has indicated a willingness to enter into new lease agreements in order to provide the District with uninterrupted use of both locations, under terms to be finalized in the coming weeks.] Revised

In order to allow sufficient time for staff and HHA to finalize negotiations, HHA has agreed to extend the term of the lease at both locations through September 30, 2006.] Added

HHA has further indicated a desire to acquire ownership of four unused Board-owned portable classrooms, to provide additional services to residents of the South Dade and Redland Labor Camps. Staff contacted the Department of Facilities Operations, Maintenance, which advised that a number of portable classrooms are in the process of being removed from school sites that could not be used at other District facilities, and could be made available to HHA as they become available.

It is anticipated that each agreement will include, substantially, the following terms and conditions:] Added

- annual rental rate of \$1;
- three year lease term, commencing September 1, 2006, with one additional one-year option period, subject to the consent of HHA, which shall not be unreasonably withheld;

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- the District shall transport and convey four unused portable classrooms to HHA, at no cost. HHA shall retain all responsibility to install the units, hook-up utilities, etc. Subsequent to conveyance, the District will have no further obligations or liabilities with respect to the portable classrooms;
- the District shall be responsible for all maintenance and custodial services within the demised areas, including its portable classrooms, and shall pay all associated utility costs;
- the District shall provide evidence of an ongoing self-insurance program or, at its option, purchase and maintain general liability insurance, naming HHA as an additional insured;
- HHA and the Board shall each indemnify the other to the extent of the limits of Florida Statutes;
- the Board shall have the right to cancel the agreements at any time by giving HHA 90 days prior written notice;
- HHA shall have the right to cancel the agreements, with one year prior written notice, in the event it has secured funding to construct facilities for alternate program use within the demised area. In the alternative, HHA may make other portions of the Labor Camps available for the District to relocate and operate its portable classrooms;
- other than the above, HHA shall only have the right to cancel the agreements in the event of Damage or Destruction to the demised area, or default by the District, which default is not cured; and
- the Superintendent shall be the party designated by the Board to grant or deny all approvals required by the agreements, or to cancel the agreements.

The proposed agreement for each location will be reviewed by the School Board Attorney's Office and the Office of Risk and Benefits Management, prior to their execution. The Director of the Migrant Education Program, and the Assistant Superintendent of Title I Administration recommend extending both agreements for the period of July 1, 2006 to September 30, 2006, and approval of both proposed lease agreements.] Revised

RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the Superintendent or his designee to execute a lease extension with the Homestead Housing Authority for the period of July 1, 2006 to September 30, 2006, and finalize negotiations and execute a lease agreement for the placement of Board-owned portable classrooms at the Redland Labor Camp, and South Dade Labor Camp, each at an annual rental rate of \$1, and under substantially the other terms and conditions noted above, including the donation to the Homestead Housing Authority of four Board-owned portable classrooms. The term of each agreement is anticipated to commence October 1, 2006 and end September 30, 2009.

Revised