

Office of School Facilities
Rose Diamond, Chief Facilities Officer

SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE A LEASE AGREEMENT WITH 7900 NW 27 AVENUE, LLC, FOR APPROXIMATELY 2,056 SQUARE FEET OF RETAIL/OFFICE SPACE, LOCATED AT 7900 NW 27 AVENUE, MIAMI, FOR THE TITLE I PARENT RESOURCE CENTER - NORTH

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

In order to encourage and provide assistance in building parent, family, and school partnerships while strengthening parent and child educational opportunities for parents and families of students participating in the Miami-Dade County Public Schools Title I Program, the Office of Intergovernmental Affairs, Grants Administration, and Community Services, requested that space be located in the north portion of the County to site a Title I Parent Resource Center - North (PRC). The PRC will provide District updates, No Child Left Behind Parental Choice information, resource materials, reference books, internet/technology access, K-12 educational resource materials, home lending library books, homework help, parenting classes, workshops and community service referrals. Parents of students in schools implementing the Title I Program are invited, free of cost, to become engaged with the scheduled parent/child centered activities.

Since many of the parents or families of students in the Title I Program have limited or no technology and/or internet access, the proposed PRC will have space requirements to support a 15 to 20 unit Computer and Technology Lab for students, parents, and family use. In addition, the proposed PRC will also have a designated area for parenting classes/workshops, and additional parent/child activities.

District staff conducted an extensive search of available office buildings within the search area established by Title I Administration to locate available facilities that could potentially house the PRC. As a result of that search, and subsequent consultations with Title I Administration, existing retail/office space owned by 7900 NW 27 Avenue, LLC (landlord), located within the Northside Shopping Center at 7900 NW 27 Avenue, was deemed to be best suited to accommodate these needs (see attached location map). The establishment of the PRC within the Northside Shopping Center will increase the opportunities to reach and engage more families due to the added exposure and convenience of being located in close proximity to other social services, state agencies, and various retail stores.

The proposed facility consists of approximately 2,056 square feet, has been fully renovated by the landlord with new carpeting, ceiling tiles, lighting fixtures and ADA compliant restrooms, and is anticipated to be available for occupancy no later than August, 2006. Northside Shopping Center has more than ample parking to meet the PRC customer requirements, is easily accessible and located near major thoroughfares. District Inspections, Operations and Emergency Management staff performed required life-safety and infrastructure inspections of the demised premises, and the landlord has agreed, at his cost, to make all necessary corrections involving safety and general operation of the lease space and to bring it into compliance with all local building codes (those costs not directly attributable to specific District operational requirements). The lease space consists of one large open bay. The PRC will occupy the lease space as currently configured, with no additional tenant improvements, and will use free-standing modular partitions to separate the space into its operational areas.

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

- the lease shall be for 2,056 square feet of retail/office space, and shall include two parking spaces near the entrance to the lease space labeled as reserved for District use;
- a ten-year lease term, with the base rental rate for the first year of the term at \$10 per square foot (\$20,560 annually). Thereafter, the rental rate will be adjusted by 3.5% during each remaining year of the initial ten-year term;
- one five-year renewal option period, at the Board's sole discretion. The rental rate during each year of the option period shall be adjusted by 4% per year;
- the District may cancel the agreement with 60 days notice in the event Federal or other governmental requirements which govern Title I programs or activities are significantly modified, or Federal funds or other funding sources for this program are eliminated or significantly reduced, to the extent that the District is no longer able to operate a PRC at this location. In addition, the District may cancel this agreement at any other time by providing the landlord with a minimum of 180 days prior written notice;
- other than in the event of default by the District, which default is not cured, the landlord may not cancel the agreement;
- in the event all or portions of the lease space are rendered non-tenantable, as determined by the District's Department of Safety or other appropriate governmental entity, due to damage caused by fire, windstorm or other casualty, to the extent the District is unable to use the lease space, the landlord is to render these areas tenantable within 90 days from the date of receipt of notice from the District, or such other period of time as may be mutually agreed upon. In the event the landlord does not render the lease space tenantable in the stipulated time frame, the District shall have the right to cancel the lease without penalty. During all times that the

lease space, or a portion thereof, is rendered non-tenantable due to damage caused by fire, windstorm or other casualty, the District's obligations under the lease, including payment of rent, shall be proportionately abated;

- the District shall be responsible for all utilities serving the demised premises, including, without limitation, electricity, water and sewer and trash removal;
- any proposed tenant improvements shall require the landlord's approval, which shall not be unreasonably withheld;
- the District shall be responsible for all routine maintenance and custodial services within the lease space (e.g. replacing light bulbs/ballasts, cleaning/replacing air conditioning filters, interior painting, floor care and other routine maintenance issues). The landlord shall be responsible for all other maintenance (unless such maintenance is caused by the actions of the District), including landscaping and parking lot maintenance, exterior lighting, exterior painting, major building systems (i.e. roof, structural, mechanical, electrical and plumbing), and all building capital repairs/replacements (HVAC, Electrical, Plumbing, etc.);
- the District shall reimburse the landlord for its proportional share of common area maintenance (CAM) on an annual bases, which includes, but may not be limited to, real estate taxes, insurance, utilities, security, signage, exterior lighting, general repairs, common area trash removal, and maintenance to parking lots, landscaping and other common areas, estimated at \$3 per square foot (\$6,168 annually) during the first year of the lease term;
- the landlord shall indemnify and hold the Board harmless from all liability which may arise as a result of the landlord's negligence, actions or failure to act under the terms of the lease agreement;
- the Board shall indemnify and hold the landlord 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; 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.

Information showing comparable lease rates in the vicinity of the Northside Shopping Center will be submitted to the Board as supplemental information.

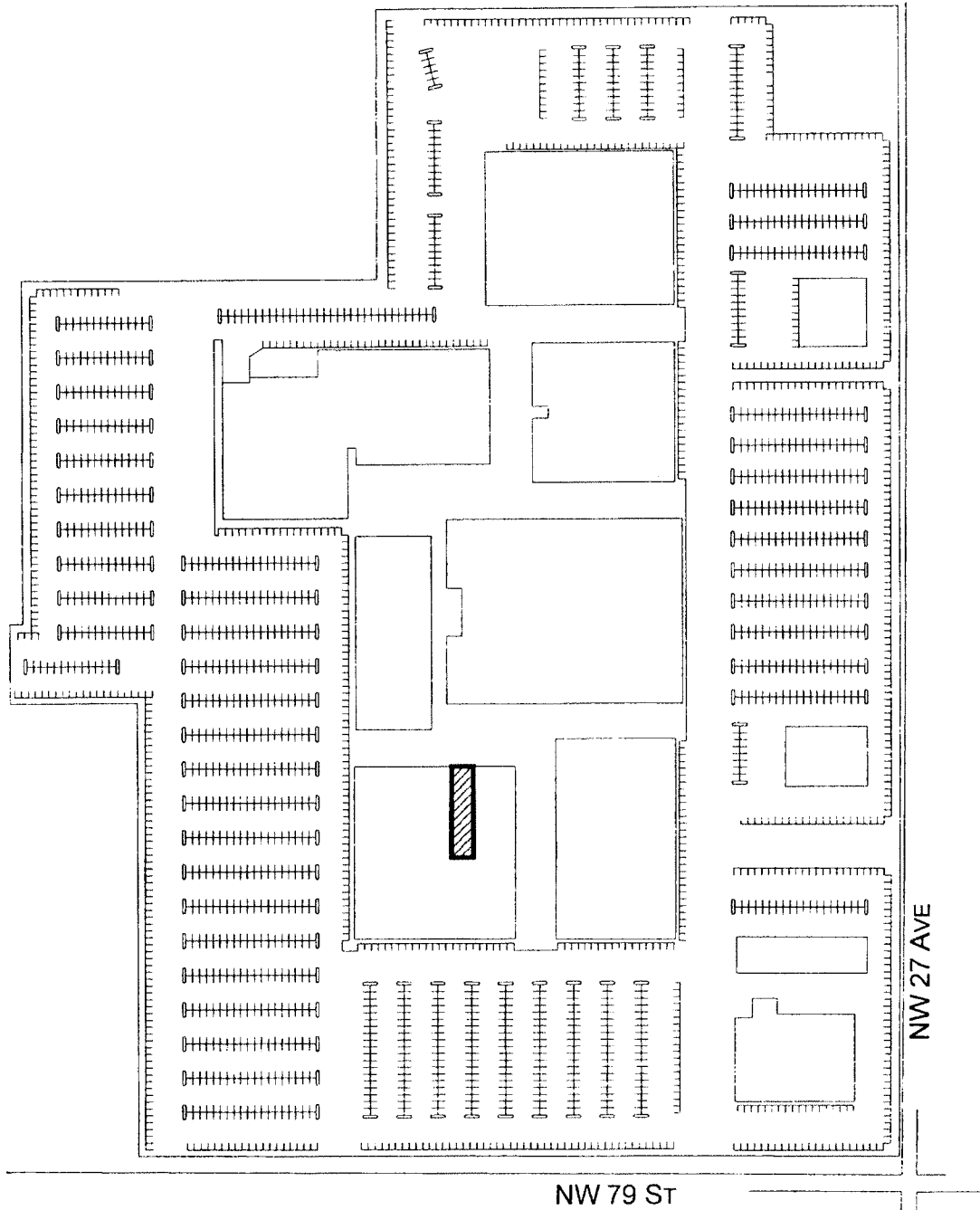
The Associate Superintendent, Office of Intergovernmental Affairs, Grants Administration, and Community Services, recommends entering into the proposed lease agreement. The proposed lease agreement will be reviewed by the School Board Attorney's Office and the Office of Risk and Benefits Management prior 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 7900 NW 27 Avenue, LLC, for approximately 2,056 square feet of office space, located at 7900 NW 27 Avenue, Miami, to operate the Title I Parent Resource Center - North, substantially in conformance with the terms and conditions noted above, including a rental expense for the first year of the term, estimated at \$26,728.

Orm:orm

LOCATION MAP



LEGEND
Demised Premises
(NOT TO SCALE)

