

Office of School Facilities
Jaime G. Torrens, Chief Facilities Officer

SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE AN AMENDMENT TO THE LEASE AGREEMENT WITH EVERGLADES COMMUNITY ASSOCIATION, INC., LOCATED AT 38000 SW 193 AVENUE, FLORIDA CITY, FOR CLASSROOM SPACE FOR USE BY THE MIGRANT EDUCATION PROGRAM, WHICH LEASE IS TO BE PAID FROM TITLE I, PART C, FUNDING

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

LINK TO STRATEGIC PLAN: IMPROVE CONSTRUCTION SERVICES

Background

Since February 2006, the Board has leased 1,837 square feet of office/retail space from the Everglades Community Association, Inc. (ECA), located at 38000 SW 193 Avenue, for classroom use. ECA is a Florida non-profit corporation, which operates the Everglades Farm Worker Village (Village), a low-income housing project with approximately 300 school-age migrant children. The leased facility is utilized by the Title I Migrant Education Program to provide supplemental extended school day program and support services to approximately 100 at-risk students who reside within the Village. These students attend Laura C. Saunders Elementary, Homestead Middle and Homestead Senior High Schools. In addition, this facility is used to conduct evening classes and workshops for migrant farm worker adults residing within the Village.

The current term of the lease agreement will expire on February 5, 2009, and two successive, 1-year renewal option periods remain. The Title I Migrant Education Program has advised that continuation of this program is vital to serve the educational needs of the students living at the Village. Given the current economic conditions, the landlord was contacted to determine if the annual rental amount could be eliminated or significantly reduced. Although supportive of the goals and objectives of the program, the landlord is unable to comply with this request. However, due to the long standing relationship and desire to serve the community, and in order to provide some financial relief to the District, ECA has expressed a willingness to allow continued District use of the facility for a three-year term (February 6, 2009 through February 5, 2012), at the current annual rental rate of \$15,302.16 (rent would remain unchanged for four consecutive years), and to reduce the District's notification requirement to cancel the lease agreement from six months, to two months.

Additionally, the Title I Migrant Education Program has advised that funding will be made available from the Title I, Part C, grant to pay the \$15,302.16 annual rental amount for the period of February 6, 2009 through February 5, 2010. During this period, the Title I Migrant Education Program will seek alternate funding for the remaining two years of the 3-year lease term. Should such alternate funding not become available, or in the event the Title I, Part C, funds are no longer available, the amended lease agreement will allow the District to cancel the lease agreement with two months advance notice, without penalty. Use of the Title I, Part C, funding source will reduce the District's rental expenditures by a corresponding amount.

District Due Diligence Process

After securing the concurrence from Title I Administration that there is a continuing need for this Program, and in compliance with District leasing procedures, the Facilities Planning Department conducted a search of the area in proximity to the Village. The surrounding areas are primarily residential, farm land and undeveloped vacant land. There are no Board-owned facilities in proximity to the Village, and the closest public school is more than 3 miles away.

Proposed Lease Amendment

It is recommended that the lease agreement be amended with ECA under, substantially, the following terms and conditions:

- the existing option provision of the lease will be eliminated;
- the term will be extended for the period commencing February 6, 2009 and ending February 5, 2012;
- the District's ability to cancel the lease agreement will be amended from the current six months prior written notice, to two months prior written notice, without penalty;
- the current annual rental rate of \$15,302.16 (\$8.33 per square foot), will remain fixed for the period commencing February 6, 2009 and ending February 5, 2012, and;
- in the event of any litigation between the parties under this lease agreement, each party shall be responsible for its own attorney's fees and court costs through trials and appellate levels. This provision shall survive the termination of the Agreement.

All other terms and conditions of the lease agreement will remain unchanged, including;

- the District will have full control, custody, right and use of the demised premises at all times;
- during all times that the demised premises, or a portion thereof, are determined by the District to be non-tenantable due to damage or destruction, the District's obligations under the lease agreement, including payment of rent, shall be proportionately abated;

- ECA will provide and pay for all utilities except electricity, which shall be the District's responsibility;
- ECA shall provide all maintenance and repairs to the office building common areas;
- the District shall provide routine maintenance, repairs and custodial services to the demised premises;
- 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 the lease agreement, or to cancel the lease agreement.

The lease amendment 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 an amendment to the lease agreement with Everglades Community Association, Inc., located at 38000 SW 193 Avenue, Florida City, for classroom space for use by the Migrant Education Program, which lease is to be paid from Title I, Part C, funding, substantially in conformance with the terms and conditions noted above.

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