

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, AT NO COST TO THE DISTRICT, FOR USE AS CLASSROOM SPACE BY THE MIGRANT EDUCATION PROGRAM

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. Due to current economic conditions, the landlord was contacted to determine if the annual rental amount of \$15,302.16 could be significantly reduced, waived or eliminated. Given ECA's long-standing support of the goals and objectives of the program and desire to serve the community, and in order to provide some financial relief to the District, ECA has expressed a willingness to extend District use of the facility from February 6, 2009 through June 30, 2009, with the rental obligation to be waived during this period. This will provide a cost savings to the District of \$6,148.14. The Title I Migrant Education Program will utilize the intervening period to explore all available alternate funding sources or other options to allow continued District use of the office/retail space beyond June 30, 2009. Any proposed extension of the lease agreement will be brought to the Board for authorization.

ECA has advised that while it will be unable to provide the lease space to the District at no cost past June 30th, it would be amenable to re-negotiating a rental amount significantly below market rate. Absent a means to fund continued occupancy of the lease space past June 30th and/or lack of agreement between the District and ECA on re-negotiation of the lease's terms and conditions, the lease agreement will terminate June 30, 2009, and the Title I Migrant Education Program will vacate the demised premises.

Proposed Lease Amendment

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

- the existing lease term will be extended for the period commencing February 6, 2009 and ending June 30, 2009; and,
- the current annual rental rate of \$15,302.16 (\$8.33 per square foot), will be waived for the period commencing February 6, 2009 and ending June 30, 2009. This represents a cost savings to the District of \$6,148.14.

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;
- 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, at no cost to the District, for use as classroom space by the Migrant Education Program, substantially in conformance with the terms and conditions noted above.

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