

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

SUBJECT: THAT THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AUTHORIZE THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE:

- A. A LEASE AGREEMENT WITH MIAMI-DADE COUNTY FOR USE BY THE SCHOOL DISTRICT OF A PORTION OF THE COUNTY-OWNED PROPERTY LOCATED AT 28205 SW 125 AVENUE, HOMESTEAD, FOR OPERATION BY THE DISTRICT OF A DISTRICT MANAGED HEAD START/EARLY HEAD START PROGRAM;**
- B. AN AGREEMENT WITH CHAPMAN PARTNERSHIP, INC., FOR USE BY THE SCHOOL DISTRICT OF A PORTION OF THE PROPERTY LOCATED AT 1550 NORTH MIAMI AVENUE, MIAMI, FOR OPERATION BY THE DISTRICT OF A DISTRICT MANAGED HEAD START/EARLY HEAD START PROGRAM;**
- C. A LEASE AGREEMENT WITH THE COUNTY FOR USE BY THE SCHOOL DISTRICT OF COUNTY-OWNED PORTABLE CLASSROOMS AT VARIOUS SCHOOL SITES FOR OPERATION BY THE DISTRICT OF A DISTRICT MANAGED HEAD START/ EARLY HEAD START PROGRAM;**
- D. AN AMENDMENT TO THE LEASE AGREEMENT WITH THE COUNTY TO ALLOW CONTINUED USE BY THE COUNTY OF A PORTION OF THE BOARD-OWNED PROPERTY LOCATED AT 21300 SW 122 AVENUE, GOULDS, FOR OPERATION BY THE COUNTY OF SOCIAL SERVICE PROGRAMS; AND**
- E. ANY OTHER FACILITIES RELATED DOCUMENTS THAT MAY BE REQUIRED TO EFFECTUATE THE IMPLEMENTATION OF THE DISTRICT MANAGED HEAD START/EARLY HEAD START PROGRAM**

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

LINK TO STRATEGIC FRAMEWORK: FINANCIAL EFFICIENCY/STABILITY

As a companion to agenda item C-80, under the proposed Interlocal Agreement ("ILA") between Miami-Dade County ("County") and the School Board, setting forth the terms and

Conditions of the District's role as a Head Start/Early Head Start Delegate Agency, it will be necessary for the District to enter into multiple agreements dealing with the disposition and use of certain facilities for the District's Head Start/Early Head Start operations. The location and use of the subject facilities are, substantially, as described below:

- **Homeless Assistance Center, 28205 SW 125 Avenue, Buildings K, L & M, Homestead, Florida (portion of folio #30 7901 001 0010):** The District and County shall enter into a lease agreement to allow the District to occupy and use designated portions of this facility for operation by the District of a District managed Head Start/Early Head Start program under, substantially, the following terms and conditions:
 - One year initial term (August 1, 2012 through July 31, 2013), with five one-year renewal option periods, at the mutual agreement of the Parties;
 - Rental rate of \$1 per year;
 - The District will have use of the premises at all times for Head Start/Early Head Start, Childcare Center and administrative offices;
 - The premises are accepted in an 'as-is' condition;
 - The County will retain responsibility for the payment of water/sewer and electricity serving the premises, and will provide maintenance of the building systems (including structural, roof, plumbing, HVAC and related systems), as well as routine maintenance within the premises, other than janitorial/custodial, air conditioner filter cleaning/replacement and trash/dumpster service;
 - The District will be responsible for janitorial/custodial, air conditioner filter cleaning/replacement and trash/dumpster service;
 - Other than damage to the premises caused by the District, the County will provide all other maintenance services;
 - Other than damage to the premises caused by the District, in the event of Damage or Destruction of the premises, the County shall retain all responsibility for reconstruction or repair;
 - The Parties shall each indemnify and hold the other harmless, subject to the limitations of Section 768.28, F.S.;
 - In addition to default by the District, which default is not cured, the County may cancel the agreement, at any time, with 60 days advance notice;
 - In addition to default by the County, which default is not cured, the District may cancel the agreement, at will and without penalty, with 60 days advance notice;
 - The District will have use of the County-owned Furniture, Fixtures and Equipment presently located within the premises, at no cost; and

- For purpose of this agreement, the Superintendent of Schools shall be the Party designated by the Board to grant or deny any modifications and approvals required by this agreement, including, without limitation, amending any exhibits to the agreement, placing the County in default, renewing the agreement, or canceling and/or terminating the agreement.

- a) **Homeless Assistance Center, 1550 North Miami Avenue, Miami, Florida (portion of folio #01 3125 076 0010)**: The District and Chapman Partnership, Inc. ("Partnership") entered into a number of agreements approximately 15 years ago, to facilitate the construction and operation of the Homeless Assistance Center ("Center"), including an educational component. These existing agreements will be amended as necessary to provide for the continued operation of Head Start/Early Head Start services within the Center by the District, in the same area previously used by the County for this purpose, at no cost to the District.

- b) **Occupancy and use of County-owned portable classrooms at various school sites**: The County currently has 30 County-owned portable classrooms in place at various School sites that were formerly used by the County to house its Head Start/Early Head Start program. The County shall allow the District to occupy and use any or all of the portable classrooms necessary for the District to provide Head Start/Early Head Start services, under a new lease agreement to be entered into between the County and District. Terms and conditions of the proposed lease agreement are, substantially, as follows:
 - One year term (August 1, 2012 through July 31, 2013), with five (5) one-year renewal options at the mutual agreement of the parties;
 - The District will have use of the portables at all times for Head Start/Early Head Start, Childcare Center and administrative offices;
 - The District, at its sole option, may reduce the number of portable classrooms to be utilized for the Head Start/Early Head Start program;
 - The County, at its sole cost and expense, shall remove all portable classrooms not initially utilized by the District, or as said portable classrooms are subsequently eliminated from the total leased by the District, within six (6) months of being notified by the District that said portable classroom(s) will not be utilized by the District;
 - Total combined rent at \$1 per year;

- The portable classrooms are to be provided to the District in an “as-is” condition, with acceptance of each portable classroom to be conditioned on inspection and acceptance of same by the District’s Building Department to assure they are in a safe, secure and code compliant condition;
- Subsequent to said acceptance, the District shall be responsible for routine maintenance and upkeep of the portable classrooms, and shall initiate and pay for all utility services necessary to operate the facilities;
- The Parties shall each indemnify and hold the other harmless, subject to the limitations of Section 768.28, F.S.;
- In addition to default by the District, which default is not cured, the County may cancel the agreement, at any time, with 60 days advance notice;
- In addition to default by the County, which default is not cured, the District may cancel the agreement, at will and without penalty, with 60 days advance notice;
- Other than damage or destruction caused by the District, the County shall retain all responsibility for the portable classrooms in the event of damage or destruction;
- The District shall retain use of existing Furniture, Fixtures and Equipment now located in any or all of the portable classrooms; and
- For purpose of this agreement, the Superintendent of Schools shall be the Party designated by the Board to grant or deny any modifications and approvals required by this agreement, including, without limitation, amending any exhibits to the agreement, placing the County in default, renewing the agreement, or canceling and/or terminating the agreement.

c) **Isaac Withers Center, 21300 SW 122 Avenue, Goulds, Florida (folio #30 6912 002 0010)**: This facility is owned by the School Board, and currently leased in its entirety to the County under that certain lease agreement dated November 15, 1983, as amended December 13, 1994 and April 4, 1995. Although primarily used by the County for Head Start/Early Head Start operations, a portion of the facility currently houses other County operated social service programs. The County has advised that, as it will no longer provide Head Start/Early Head Start services at this location, it will vacate the majority of the facility. The County has further advised that it intends to continue providing social services to the community, and has requested that the existing lease agreement be amended to allow the County to retain occupancy of a portion of the facility, as mutually agreed to. Terms and conditions of the lease agreement shall remain, substantially, as is, including affirmation by the County of its obligation under the lease agreement to

install and connect a sanitary sewer hook-up to the facility, at its sole cost and expense, and in compliance with all jurisdictional requirements.

In addition to entering into the new agreements referenced above, the County will be vacating two Board-owned locations that have been leased to the County for Head Start use for many years.

Former Bethune Elementary School Facility, 2900 NW 43 Terrace, Miami, Florida (portion of folio #30 3121 051 0010): This facility is owned by the School Board, and currently leased in its entirety to the County under that certain lease agreement dated August 7, 1979. The County has advised the District that the facility will be vacated as of July 31, 2012. Under the provisions of the ILA, the County affirms its intent to vacate the facility in full compliance with the applicable provisions of the lease agreement, including the Surrender provision.

Leisure City Elementary School Head Start Facility, 14950 SW 288 Street, Homestead, Florida (portion of folio #30 7904 000 0640): The County currently leases land on the Leisure City Elementary School campus for placement of six County-owned portable classrooms to operate Head Start/Early Head Start services, under that certain lease agreement dated June 24, 1974. The County has advised the District that it will cease operations as of July 31, 2012, and the six County-owned portable classrooms will be made available to the District for Head Start/Early Head Start services as a part of the 30 portable classrooms to be leased to the District, as referenced above. Under the provisions of the ILA, the County affirms its intent to vacate the facility in full compliance with the applicable provisions of the lease agreement, including the Surrender provision.

The proposed Agreements noted above will be reviewed by the School Board Attorney's Office and the 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. a lease agreement with Miami-Dade County for use by the School District of a portion of the County-owned property located at 28205 SW 125 Avenue, Homestead, for operation by the District of a District managed Head Start/Early Head Start program;
- B. an agreement with Chapman Partnership, Inc., for use by the School District of a portion of the property located at 1550 North Miami Avenue, Miami, for operation by the District of a District managed Head Start/Early Head Start program;
- C. a lease agreement with the County for use by the District of County-owned portable classrooms at various school sites for operation by the District of a District managed Head Start/Early Head Start program;
- D. an amendment to the lease agreement with the County to allow continued use by the County of a portion of the Board-owned property located at 21300 SW 122 Avenue, Goulds, for operation by the County of Social Service programs; and
- E. any other Facilities related documents that may be required to effectuate the implementation of the District's Head Start/Early Head Start program.

MAL: