

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

SUBJECT: THAT THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AUTHORIZE THE SUPERINTENDENT TO EXECUTE AMENDMENTS TO THE LEASE AGREEMENTS ("AGREEMENTS") WITH UNITED WAY OF MIAMI-DADE, INC. ("UNITED WAY"), FOR USE OF SPACE AT LILLIE C. EVANS K-8 CENTER, LOCATED AT 1895 N.W. 75 STREET, UNINCORPORATED MIAMI-DADE COUNTY, FLORIDA 33147; CAROL CITY ELEMENTARY SCHOOL, LOCATED AT 4375 N.W. 173 DRIVE, MIAMI GARDENS, FLORIDA 33055; AND ETHEL F. BECKFORD/RICHMOND PRIMARY LEARNING CENTER, LOCATED AT 16929 S.W. 104 AVENUE, UNINCORPORATED MIAMI-DADE COUNTY, FLORIDA 33157, TO INSTALL AND USE PLAYGROUND EQUIPMENT AT EACH LOCATION FOR ITS EARLY HEAD START PROGRAMS

COMMITTEE: FACILITIES AND CONSTRUCTION

LINK TO STRATEGIC BLUEPRINT: EFFECTIVE AND SUSTAINABLE BUSINESS PRACTICES

Background

In 2017, the School Board entered into three (3) separate lease agreements (collectively, the "Agreements") with United Way of Miami-Dade, Inc. ("United Way"), for use of space at Lillie C. Evans K-8 Center ("LC Evans"), located at 1895 N.W. 75 Street, unincorporated Miami-Dade County, Florida 33147, and Carol City Elementary School ("Carol City"), located at 4375 N.W. 173 Drive, Miami Gardens, Florida 33055, to operate new Early Head Start programs, and to expand its existing Early Head Start program at the Ethel F. Beckford/Richmond Primary Learning Center campus ("Beckford"), located at 16929 S.W. 104 Avenue, unincorporated Miami-Dade County, Florida 33157. United Way currently occupies classroom and office space at each of these locations and reimburses the District for its proportionate share of operating expenses for each site, including routine building and grounds maintenance, trash pick-up, utilities and property insurance.

United Way has now approached the District requesting permission to install playground equipment at LC Evans, Carol City and Beckford, at mutually agreed to locations within the

playfield areas of each school site. This will allow United Way to provide developmentally appropriate playgrounds for children attending its Early Head Start programs at these three locations. All work will be completed by United Way, at its sole cost and expense, and the District's Building Department will review plans and issue permits for the work.

Proposed Lease Amendments

The Deputy Superintendent/Chief Operating Officer, School Operations, recommends entering into amendments to the Agreements with United Way at LC Evans, Carol City and Beckford to allow for the installation and use of playground equipment by United Way at these three locations. The Agreements will be further amended to address the additional square footage to be used by United Way at each location and to include additional terms and conditions that conform to current legal criteria and Board Policy. Accordingly, it is recommended that the Agreements at LC Evans, Carol City and Beckford be amended to provide, substantially, for the following terms and conditions:

- United Way shall be permitted to install and use playground equipment at LC Evans, Carol City and Beckford, at mutually agreed to locations within the playfield areas of each school site;
- to accomplish this work, United Way shall have use of approximately 1,200 additional square feet within the playfield area at Beckford; approximately 1,200 additional square feet within the playfield area at LC Evans; and approximately 858 additional square feet within the playfield area at Carol City;
- all work shall be completed by United Way, at United Way's sole cost and expense. The District's Building Department will review plans and issue permits for the work;
- United Way shall be responsible for providing its own custodial services, maintenance services and property insurance for the playground equipment to be installed within the playfield area of each school site; and
- for purposes of the Agreements, the Superintendent of Schools or his/her designee shall be the party designated by the Board to grant or deny any approvals or waivers under the Agreements related to construction by United Way within the space it leases at each location, routine coordination and use of the leased space, and any other operational issues.

All other terms and conditions of the Agreements will remain unchanged, including:

- rent at \$1 per year;
- United Way shall reimburse the Board for its portion of the operating costs at each location, including routine building and grounds maintenance, trash pick-up, utilities

and property insurance. Notwithstanding the foregoing, United Way shall continue to be solely responsible for securing and providing its own custodial and janitorial services to the space it leases at each location; and

- either party shall have the right to cancel the Agreements at will by giving the other party at least one hundred eighty (180) days prior written notice, provided the effective date of such cancellation does not fall during the regular school year, as defined by the Board's Elementary and Secondary School Calendar.

The proposed Amendments have been reviewed by the School Board Attorney's Office and the Office of Risk and Benefits Management for legal sufficiency and risk management issues, respectively, and found to be in compliance. A copy of the proposed Amendments in their final form shall be made available for inspection and review by the public prior to the Board meeting.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the Superintendent to:

1. execute amendments to the lease agreements ("Agreements") with United Way of Miami-Dade, Inc. ("United Way"), for use of space at Lillie C. Evans K-8 Center, located at 1895 N.W. 75 Street, unincorporated Miami-Dade County, Florida 33147; Carol City Elementary School, located at 4375 N.W. 173 Drive, Miami Gardens, Florida 33055; and Ethel F. Beckford/Richmond Primary Learning Center, located at 16929 S.W. 104 Avenue, unincorporated Miami-Dade County, Florida 33157, to install and use playground equipment at each location for its Early Head Start programs and under, substantially, the terms and conditions noted above;
2. execute amendments to the Agreements within the authority granted to the Superintendent by the Board in the Agreements; and
3. grant or deny all approvals or waivers required under the Agreements, including those related to construction, and for cancelling or terminating the Agreements, and placing United Way in default, as may be applicable.

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