

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

SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO EXECUTE AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE SCHOOL BOARD AND THE MIAMI-DADE FOUNDATION FOR EDUCATIONAL INNOVATION, INC. ("MDFEI"), TO AUTHORIZE THE INSTALLATION OF THREE ADDITIONAL PORTABLE CLASSROOMS FOR THE OPERATION OF A DISTRICT-MANAGED CHARTER SCHOOL AT 1080 LA BARON DRIVE, MIAMI SPRINGS, FLORIDA

COMMITTEE: FACILITIES AND CONSTRUCTION

LINK TO STRATEGIC BLUEPRINT: EFFECTIVE AND SUSTAINABLE BUSINESS PRACTICES

Background

Since August 2011, the Miami-Dade Foundation for Educational Innovation, a Florida not-for-profit corporation ("MDFEI"), has occupied a portion of the Board-owned facility located at 1080 La Baron Drive, Miami Springs, Florida ("Facility"), to operate a District-managed charter school under a Lease Agreement ("Lease Agreement") with the District. MDFEI currently uses approximately 24,526 square feet of classroom and ancillary space in the existing school building, non-exclusive use of the playfield area for recreational purposes and for the placement and use of four (4) MDFEI-provided portable classrooms (totaling an additional 3,456 square feet of classroom space), the non-exclusive use of the hardcourt located within the playfield area, as well as non-exclusive use of the south parking lot (classroom, ancillary and portable classroom space currently totals 27,982 square feet). The current term of the Lease Agreement expires on June 30, 2025, and no extensions are available to MDFEI without further Board action. MDFEI's Charter also expires on June 30, 2025.

MDFEI has now approached the District to advise that due to the success of its educational program, enrollment has continued to grow. To accommodate this growth, MDFEI is requesting permission to add three (3) additional MDFEI-provided portable classrooms on the campus for the 2018-19 school year, for a total of seven (7) portable classrooms. MDFEI will fund all costs involved with the acquisition and installation of the portable classrooms, including payment to the District of a construction management fee of Five

Percent (5%) of the estimated cost of the work for project management related tasks. The District's Building Department will review plans and issue permits for the work.

Proposed Lease Amendment

The Deputy Superintendent/Chief Operating Officer, School Operations, recommends entering into an Amendment to the Lease Agreement ("Amendment") with MDFEI to allow for the installation by MDFEI of three (3) additional MDFEI-provided portable classrooms. The Lease Agreement will be further amended to include additional terms and conditions that conform to current legal and risk management criteria and Board Policy. Accordingly, it is recommended that the Lease Agreement be amended to provide, substantially, for the following terms and conditions:

- MDFEI shall be permitted to install three (3) additional MDFEI-provided portable classrooms within the Board-owned site, at a location as mutually agreed to by the parties. MDFEI, at its sole cost and expense, shall fund all costs related to the acquisition and installation of the portable classrooms, including architectural/engineering fees, construction of the necessary infrastructure to serve the portable classrooms, and payment to the District of a construction management fee of Five Percent (5%) of the estimated cost of the work for project management related tasks;
- The District's Building Department will review plans and issue permits for the work;
- MDFEI's proportionate share of Facility Operating Expenses currently reimbursed to the Board shall be increased to accommodate the additional costs to be incurred by the District (e.g. utility costs, custodial services, etc.) as a result of the installation of the additional portable classrooms;
- In the event MDFEI requests an expansion of or decrease to its leased area, or modification from the current use (including the playfield area, parking lot, classroom/ancillary space within the Facility, portable classrooms, etc.), MDFEI shall notify the Board in writing of the requested change in use, at least one hundred twenty (120) days prior to the effective date of such proposed modification, for review and consideration by the Superintendent, and subject to approval by the Board, in its sole discretion and in compliance with all applicable laws, including, without limitation, Section 1013.15(1), Florida Statutes. In the event the request for modification is approved by the Board, the changes shall be accomplished through an amendment to the Lease Agreement;
- for purposes of the Agreement, the Superintendent of Schools or his/her designee shall be the party designated by the Board to grant or deny any approvals under the Lease Agreement related to construction by MDFEI within the Facility, and any other operational issues; and

- in addition to the above, the Superintendent of Schools shall be the party designated by the Board to execute any amendments to the Lease Agreement within the authority granted to the Superintendent by the Board in the Lease Agreement, and to grant or deny any approvals under the Lease Agreement, including, placing MDFEI in default and canceling and/or terminating the Lease Agreement.

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

- rent at \$1 per year;
- MDFEI shall fully reimburse the Board for its portion of the Facility's operating costs, including routine building and grounds maintenance, custodial/janitorial services, trash pick-up, utilities and property insurance;
- either party shall have the right to cancel the Lease Agreement at will by giving the other party at least ninety (90) 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; and
- in addition to MDFEI having the option to make capital improvements within the leased space at its sole cost and expense, as currently allowed under the Lease Agreement, upon mutual agreement of the parties as to scope and cost, the District may provide certain capital improvements within the Facility serving MDFEI, with MDFEI to reimburse the District for the cost of same over an agreed to period of time, not to exceed the period remaining in the MDFEI Charter.

The proposed Amendment has 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 Amendment in its 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 an amendment to the Lease Agreement between the School Board and The Miami-Dade Foundation for Educational Innovation ("MDFEI"), to authorize installation of three additional portable classrooms for the operation of a District-managed Charter School at 1080 La Baron Drive, Miami Springs, and under, substantially, the terms and conditions noted above;
- 2) execute amendments to the Lease Agreement within the authority granted to the Superintendent by the Board in the Lease Agreement; and
- 3) grant or deny all approvals required under the Lease Agreement, including cancelling or terminating the Lease Agreement, and placing MDFEI in default, as may be applicable.

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