

Office of School Facilities
Jaime G. Torrrens, 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 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.

In January 2009, the landlord was contacted to determine if the then 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 agreed to extend District use of the facility from February 6, 2009 through June 30, 2009, and to waive the rental obligation during this period.

Title I Administration, which is responsible for administering the Title I Migrant Education Program, utilized the intervening period to explore a number of possible alternate non-District funding sources to allow continued District use of the office/retail space beyond June 30, 2009, and that department advised that it has acquired a donation from Gatrou Group, LLC, sufficient to fund the rental payment for the period of July 1, 2009 through June 30, 2010. Staff contacted the landlord who expressed a willingness to extend District use of the facility from July 1, 2009 through June 30, 2010, at an annual rental amount of \$14,400, which is \$902.16 less than the rate previously in effect, and is the same rental rate that was in place when the lease agreement began in 2006.

Any proposed extension of the lease agreement beyond June 30, 2010 will be brought to the Board for authorization.

Proposed Lease Amendment

Given the donation of funding to the District to cover the annual rental cost, Title I Administration is recommending that the lease agreement be extended for the period of July 1, 2009 through June 30, 2010. Therefore, it is recommended that the Superintendent be authorized to finalize negotiations and execute a lease amendment with ECA under, substantially, the following terms and conditions:

- the lease term will be extended for the period commencing July 1, 2009 and ending June 30, 2010;
- the annual rental rate for this period will be \$14,400; and
- in the event of any litigation between the parties under this lease agreement, each party shall be responsible for its own attorneys fees and court costs through trials and appellate levels. This provision shall survive the termination of the lease 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;
- 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;
- in addition to any other cancellation provisions, the District may cancel the lease agreement at any time by giving ECA six months prior written notice;
- 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 use as classroom space by the Migrant Education Program, to extend the lease term for the period commencing July 1, 2009 and ending June 30, 2010, using donated funds for the rental payment in the amount of \$14,400 per year, and substantially in conformance with the other terms and conditions noted above.

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