

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, FOR USE AS CLASSROOM SPACE BY THE MIGRANT EDUCATION PROGRAM

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

LINK TO STRATEGIC FRAMEWORK: FINANCIAL EFFICIENCY / STABILITY

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, a low-income housing project with approximately 300 school-age migrant children. The leased facility is utilized by the Title I Migrant Education Program (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.

As a consideration to the District, ECA waived the rental obligation for the period of February 6, 2009 through June 30, 2009, and agreed to an annual rental rate of \$14,400 for the period of July 1, 2009 through June 30, 2010, which was \$902 less than the rate previously in effect, and was the same rental rate that was in place when the lease began in 2006. The current term of the Agreement expires June 30, 2010, and there are no renewal options available.

Staff contacted the landlord who expressed a willingness to extend District use of the facility for a three year term (July 1, 2010 through June 30, 2013). Rent will remain unchanged for the period of July 1, 2010 through June 30, 2012, at \$14,400 per year, and will increase by 3% to \$14,832 per year for the period of July 1, 2012 through June 30, 2013. Title I Administration has advised that funding from the Title I Migrant Grant will be utilized to fund the annual rental obligation.

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Given the sometimes uncertain nature of grant funding, the landlord has agreed that in addition to the District's current ability to cancel the lease at any time with six months prior written notice, the District may cancel the agreement with 30 days notice in the event Federal or other governmental requirements which govern Title I programs or activities are significantly modified, or Federal funds or other funding sources for this Program are eliminated or significantly reduced, to the extent that the District is no longer able to operate its Program at this location.

Proposed Lease Amendment

Title I Administration is recommending that the Superintendent be authorized to finalize negotiations and execute a lease amendment with ECA to extend the lease agreement for the period of July 1, 2010 through June 30, 2013, under, substantially, the following terms and conditions:

- the lease term will be extended for the three-year period commencing July 1, 2010 and ending June 30, 2013;
- the annual rental rate will remain unchanged at \$14,400 for the period of July 1, 2010 through June 30, 2012 , and will increase by 3% to \$14,832 for the period of July 1, 2012 through June 30, 2013; and
- the District may cancel this agreement at any time by providing the landlord with a minimum of six months prior written notice. In addition, the District may cancel the agreement with 30 days notice in the event Federal or other governmental requirements which govern Title I programs or activities are significantly modified, or Federal funds or other funding sources for this Program are eliminated or significantly reduced, to the extent that the District is no longer able to operate its Program at this location.

All other terms and conditions of the lease agreement will remain unchanged, including;

- 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, for use as classroom space by the Migrant Education Program, to extend the lease term for the period commencing July 1, 2010 and ending June 30, 2013, at an annual rental rate of \$14,400 for the period of July 1, 2010 through June 30, 2012 , and \$14,832 for the period of July 1, 2012 through June 30, 2013, and substantially in conformance with the other terms and conditions noted above.

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