

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

SUBJECT: AUTHORIZE THE SUPERINTENDENT TO:

- 1) **FINALIZE NEGOTIATIONS AND EXECUTE LEASE AGREEMENTS WITH UNITED WAY OF MIAMI-DADE, INC. ("UNITED WAY"), FOR USE OF SPACE AT THE LILLIE C. EVANS K-8 CENTER, LOCATED AT 1895 N.W. 75 STREET, UNINCORPORATED MIAMI-DADE COUNTY, FLORIDA 33147; AND CAROL CITY ELEMENTARY SCHOOL, LOCATED AT 4375 N.W. 173 DRIVE, MIAMI GARDENS, FLORIDA 33055, TO OPERATE EARLY HEAD START PROGRAMS;**
- 2) **FINALIZE NEGOTIATIONS AND EXECUTE A LEASE AMENDMENT WITH UNITED WAY FOR USE OF SPACE AT THE ETHEL F. BECKFORD/RICHMOND PRIMARY LEARNING CENTER CAMPUS, LOCATED AT 16929 S.W. 104 AVENUE, UNINCORPORATED MIAMI-DADE COUNTY, FLORIDA 33157, TO EXPAND ITS EARLY HEAD START PROGRAM; AND**
- 3) **GRANT OR DENY ALL APPROVALS REQUIRED UNDER THE LEASE AGREEMENTS AND LEASE AMENDMENT, INCLUDING WITHOUT LIMITATION, INCREASING OR DECREASING THE AREA OCCUPIED BY UNITED WAY, RENEWING, EXTENDING, CANCELLING OR TERMINATING THE AGREEMENTS, AND PLACING UNITED WAY IN DEFAULT, AS MAY BE APPLICABLE**

COMMITTEE: FACILITIES AND CONSTRUCTION

LINK TO STRATEGIC BLUEPRINT: EFFECTIVE AND SUSTAINABLE BUSINESS PRACTICES

Background

The Board and United Way of Miami-Dade, Inc. ("United Way") entered into a Lease Agreement in 2015 under which United Way operates an Early Head Start program in a

portion of the Ethel F. Beckford/Richmond Primary Learning Center campus ("Beckford"). The necessary interior renovations at Beckford were completed by the District using funds provided by United Way through a Federal Grant. United Way has secured additional grant funding ("Grant Funding") through a new Grant Agreement ("Grant Agreement"), and is seeking to enter into a Lease Amendment to expand the program at this location from six (6) classrooms serving 48 children, to nine (9) classrooms serving 72 children. United Way is also seeking to enter into two new Lease Agreements to initiate additional Early Head Start programs under the Grant Agreement at Lillie C. Evans K-8 Center ("LC Evans") and at Carol City Elementary School ("Carol City"), with 24 children to be served at each location. Under the proposed Lease Amendment and new Lease Agreements, Grant Funding, totaling \$312,500, will be provided to the District for the design and construction of interior improvements at each location (as detailed below). All work will be funded through Grant Funding, at no cost or expense to the Board.

Proposed Lease Agreements and Lease Amendment

The Deputy Superintendent/Chief Operating Officer, School Operations, recommends entering into new Lease Agreements with the United Way at LC Evans and Carol City (collectively, the "Lease Agreements"), and a Lease Amendment with United Way at Beckford ("Lease Amendment"), under, substantially, the following terms and conditions:

Lease Agreements at LC Evans and Carol City:

The proposed Lease Agreements for LC Evans and Carol City shall contain, substantially, the following terms and conditions:

- United Way shall have exclusive use of approximately 3,486 square feet of space at LC Evans, as well as non-exclusive use of the parking lot located adjacent to Buildings 05 and 06, and approximately 3,822 square feet of space at Carol City, as well as non-exclusive use of the parking lot (collectively the "Demised Premises");
- United Way may only use the Demised Premises for the operation of an Early Head Start Program and general office administrative purposes;
- the Lease Agreements shall commence upon issuance of a Certificate of Occupancy or equivalent by the District for interior improvements at each location, and shall expire on July 31, 2021;
- the United Way shall provide the Board with \$128,440 to design and construct all necessary interior improvements at LC Evans, and \$67,600 to design and construct all necessary interior improvements at Carol City;
- the Parties acknowledge and agree that the cancellation, termination or expiration of the Grant Agreement shall automatically serve to cancel or terminate the Lease Agreements, by operation of law, without further action by or

notice from either Party;

- in the event of default by United Way, which default is not cured within the prescribed timeframe, the Board shall have the right to immediately cancel the Lease Agreement and occupy the Demised Premises for that location;
- in the event of default by the Board, which default is not cured within the prescribed timeframe, United Way shall have the right to immediately cancel the Lease Agreement for that location;
- in the event of damage or destruction of all or portions of the Demised Premises, other than damage or destruction caused by United Way, the Board may, at its sole option, either cancel the Lease Agreement for that location, or repair or replace the damaged facilities, at the Board's expense;
- damage or destruction of all or portions of the Demised Premises caused by United Way shall be repaired by United Way at its sole cost and expense;
- in addition to the above, either party shall have the right to cancel the Lease Agreements, without cause or penalty, by giving the other party at least 180 days prior written notice, provided the effective date of cancellation by the Board does not fall during the regular school year;
- rent at \$1 per year;
- United Way shall reimburse the Board for its prorata share of operating expenses borne by the District at each location, including, but not limited to, routine building and grounds maintenance, trash pick-up, utilities and property insurance ("Operating Expenses"). United Way shall be solely responsible for providing custodial/janitorial services to the Demised Premises at each location, at United Way's sole cost and expense;
- in the event United Way seeks to expand or decrease the Demised Premises at either location, United Way shall make a written request to the Board at least 90 days prior to the proposed effective date of such adjustment, which approval may be granted by the Superintendent, at his sole discretion, and the amount of Operating Expenses and all appropriate exhibits to the Lease Agreement for the affected location shall be adjusted prospectively, accordingly;
- in the event United Way wishes to use the Demised Premises on days when the School would otherwise be closed (e.g. weekends, holidays), United Way shall provide the School administrator with a written request, listing the days United Way would like use of the Demised Premises, for review and approval. United Way shall reimburse the Board for costs borne by the District to keep the site open on such days, including HVAC, staff overtime or other related expenses;

- United Way may, if agreed to by School Operations, use Board-owned furniture, fixtures and equipment ("FF&E") located within the Demised Premises as of the commencement date of the Lease Agreement, subject to an inventory to be conducted jointly by School Operations and United Way, which inventory shall become an exhibit to the respective Lease Agreements. On an annual basis, the inventory must be updated based on a joint assessment by School Operations and United Way. United Way shall replace or provide compensation to the Board for any damaged or missing items at the then current cost;
- United Way shall be allowed to erect signage, subject to Board approval and in conformance with laws and regulations governing public schools;
- United Way shall hold harmless and indemnify the Board against any and all liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons including death, or damage to tangible property arising out of or incidental to the performance of the Lease Agreements by or on behalf of United Way, whether or not due to or caused in part by the negligence or other culpability of the Board, excluding only the sole negligence or culpability of the Board;
- in addition to the above, United Way agrees, at its own expense, and upon written request by the Board, to defend any suit, action or demand brought against the Board on any claim or demand arising out of, resulting from, or incidental to performance under the Lease Agreements;
- the Board shall indemnify and hold United Way harmless, subject to the monetary limitations contained in Florida Statute, Section 768.28, from all liability which may arise as a result of the Board's negligence, actions or failure to act under the terms of the Lease Agreements;
- United Way shall be responsible for the collection and payment of any taxes, fees or other assessments, including but not limited to sales tax, ad valorem tax and other taxes that may be imposed on the Demised Premises or School sites due as a result of the lease, occupancy and use of the Demised Premises by United Way;
- United Way shall comply with all applicable laws, rules, regulations, ordinances and codes of all governmental authorities, including, without limitation, Board Policies, the Americans with Disabilities Act and the Jessica Lunsford Act;
- if there is a requirement for infrastructure improvements or other regulatory compliance due to the lease, use or occupancy of the Demised Premises by United Way, United Way shall be responsible for fulfilling the applicable requirements, at its sole cost and expense;
- United Way may not assign or sublet any portion of the Demised Premises;

- the Superintendent of Schools or his/her designee shall be the party designated by the Board to grant or deny all approvals required by the Lease Agreements dealing with any construction within the Demised Premises or school site, reviewing and approving any requested use of the Demised Premises by United Way on days when the school sites would otherwise be closed, and any other operational issues; and
- in addition to the above, for purposes of the Lease Agreements, the Superintendent of Schools shall be the party designated by the Board to grant or deny any approvals required by the Lease Agreements, including, without limitation, increasing or decreasing the area of the Demised Premises, amending any of the exhibits to the Lease Agreements, extending, renewing, canceling or terminating the Lease Agreements and placing United Way in default.

Lease Amendment at Beckford:

The proposed Lease Amendment at Beckford shall, substantially, extend the term from July 31, 2019 to July 31, 2021, increase the space leased to United Way from six (6) classrooms to nine (9) classrooms, and provide approximately \$116,460 in Grant Funding to the District from United Way for the design and construction by the District of additional improvements within the new leased space. All other terms and conditions of the Beckford Lease Agreement shall remain in place, including the following:

- rent at \$1 per year;
- United Way shall reimburse the Board for its prorata share of operating expenses at Beckford, including, but not limited to, routine building and grounds maintenance, trash pick-up, utilities and property insurance. United Way shall be solely responsible for providing custodial/janitorial services to the leased space, at United Way's sole cost and expense; and
- In addition to default and damage and destruction, either party shall have the right to cancel the Beckford Lease Agreement, without cause or penalty, by giving the other party at least 180 days prior written notice, provided the effective date of cancellation by the Board does not fall during the regular school year.

The proposed Lease Agreements and Lease Amendment 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.

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

- 1) finalize negotiations and execute Lease Agreements with United Way of Miami-Dade, Inc. ("United Way"), for use of space at the Lillie C. Evans K-8 Center, located at 1895 N.W. 75 Street, unincorporated Miami-Dade County, Florida 33147; and Carol City Elementary School, located at 4375 N.W. 173 Drive, Miami Gardens, Florida 33055, to operate early Head Start programs;
- 2) finalize negotiations and execute a Lease Amendment with United Way for use of space at the Ethel F. Beckford/Richmond Primary Learning Center campus, located at 16929 S.W. 104 Avenue, unincorporated Miami-Dade County, Florida 33157, to expand its early Head Start program; and
- 3) grant or deny all approvals required under the Lease Agreements and Lease Amendment, including without limitation, increasing or decreasing the area occupied by United Way, renewing, extending, cancelling or terminating the Agreements, and placing United Way in default, as may be applicable.

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