

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 UNITED WAY OF MIAMI-DADE COUNTY (“UNITED WAY”), FOR UNITED WAY’S USE OF SPACE AT ETHEL F. BECKFORD/RICHMOND PRIMARY LEARNING CENTER, LOCATED AT 16929 S.W. 104 AVENUE, MIAMI, FLORIDA, FOR THE OPERATION OF AN EARLY HEAD START PROGRAM

COMMITTEE: FACILITIES AND CONSTRUCTION

LINK TO STRATEGIC BLUEPRINT: EFFECTIVE AND SUSTAINABLE BUSINESS PRACTICES

Background

In 2015, the School Board (“Board”) entered into a lease agreement (“2015 Agreement”) with United Way of Miami-Dade, Inc. (“United Way”), to allow United Way to use approximately 6,973 square feet of classroom, office and ancillary space at the Ethel F. Beckford/Richmond Primary Learning Center campus (“Beckford”), located at 16929 S.W. 104 Avenue, Miami, Florida 33157, for the operation of United Way’s Early Head Start program. The parties also entered into an Early Head Start Child Care Partnership Agreement (“Partnership Agreement”), under which United Way provided federal grant funding to the Board to make interior renovations at Beckford necessary to operate the Early Head Start program. The Partnership Agreement and 2015 Agreement will expire on July 31, 2019. United Way has advised that it is applying for a continuation grant (“Continuation Grant”) to continue its Early Head Start program at Beckford for an additional 5-year period, and has requested that the 2015 Agreement also be extended for an additional five-year term.

Proposed Lease Amendment

The Deputy Superintendent/Chief Operating Officer, School Operations, recommends entering into an amendment (“Amendment”) to the 2015 Agreement with United Way at Beckford to extend the term for an additional five-year period, under, substantially, the following terms and conditions:

- the term of the 2015 Agreement shall be extended for a five-year period commencing August 1, 2019 and ending July 31, 2024. The 2015 Agreement may be extended for one additional five-year period, at the Board’s sole option,

provided the Continuation Grant has also been extended; and

- in the event United Way fails to receive the Continuation Grant, United Way may cancel the 2015 Agreement by providing written notice to the School Board at least thirty (30) days prior to the effective date of said cancellation.

All other terms and conditions of the 2015 Agreement will remain unchanged, including the following:

- annual rental rate of \$1;
- 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 2015 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 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) finalize negotiations and execute an Amendment to the Lease Agreement between the School Board and United Way of Miami-Dade County, Inc. ("United Way"), for United Way's use of space at Ethel F. Beckford/Richmond Primary Learning Center, located at 16929 S.W. 104 Avenue, Miami, Florida, for the operation of an Early Head Start program, 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 renewing, extending, cancelling or terminating the Lease Agreement, and placing United Way in default, as may be applicable.

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