

November 7, 2011

Financial Services
Richard H. Hinds, Chief Financial Officer

- SUBJECT:**
- 1. AWARD RFP NO. 068-LL10 – USE OF SCHOOL BOARD-OWNED RECREATIONAL FACILITIES, TO:**
 - A. SOUTH FLORIDA SPORTS LEAGUE, INC., FOR USE OF RECREATIONAL FACILITIES AT CORAL GABLES SENIOR HIGH SCHOOL, LOCATED AT 450 BIRD ROAD, CORAL GABLES; AND**
 - B. GBSL BASEBALL & SOFTBALL LEAGUE, INC., FOR USE OF RECREATIONAL FACILITIES AT GLADES MIDDLE SCHOOL, LOCATED AT 9451 S.W. 64 STREET, MIAMI; AND**
 - 2. AUTHORIZE THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND ENTER INTO LEASE AGREEMENTS WITH SOUTH FLORIDA SPORTS LEAGUE, INC., AND GBSL BASEBALL & SOFTBALL LEAGUE, INC., FOR USE OF RECREATIONAL FACILITIES AT CORAL GABLES SENIOR HIGH SCHOOL AND GLADES MIDDLE SCHOOL, RESPECTIVELY.**

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

LINK TO STRATEGIC FRAMEWORK: FINANCIAL EFFICIENCY/STABILITY

In keeping with the overall goal to explore possible additional sources of revenue, the District issued Request For Proposals No. 068-LL10 – Use of School Board-owned Recreational Facilities (RFP). The purpose of the RFP is to invite proposals that would allow for the use of District schools' recreational facilities by private, not-for-profit organizations, for the operation of recreational programs during non-school hours, with revenue to the Board. Four (4) proposals were received in total, with one each expressing interest in the use of recreational facilities at Coral Gables Senior High School (Coral Gables Senior), Glades Middle School (Glades Middle), Doral Middle School and Sunset Park Elementary School. The proposal for Doral Middle School was

determined not to be viable, due to an existing joint-use agreement with the City of Doral, for use of the recreational facilities at that location, and the proposal for Sunset Park Elementary School was deemed non-responsive by the RFP Evaluation Committee.

Subsequent to receipt of proposals, the City of Coral Gables (City) indicated a desire to use certain recreational facilities at Coral Gables Senior, in exchange for Coral Gables Senior's use of various City recreational amenities, all at no cost to either party. A Memorandum of Understanding (MOU) between the City and the Board to allow use of Coral Gables Senior's two athletic fields, baseball and softball fields and running track for the City's recreational programs, with Coral Gables Senior to use the City's Venetian Pool, War Memorial Youth Center, Biltmore and Salvadore Tennis Centers and Granada Golf Course for Coral Gables Senior's swimming, tennis and golf teams' practices, is being presented to the School Board for consideration at its November 22, 2011, meeting, under separate agenda item F-2.

Specifically as it relates to Coral Gables Senior, in response to the RFP, South Florida Sports League, Inc. (SFSL) has proffered use of certain recreational facilities at the school at an annual rental amount of \$1, but with the commitment to fund and build on the school site a storage/restroom/concession building, at no cost to the District. In addition, SFSL will be responsible for turf maintenance and mowing of the football and adjacent maintenance fields, year-round, representing a cost avoidance to the District of approximately \$11,180, annually. SFSL has operated a youth sports program at Coral Gables Senior for the last four years, under Temporary Use Agreements with fee waivers.

Specifically as it relates to Glades Middle, GBSL Baseball & Softball League, Inc. (GBSL) has proffered its use of Glades Middle at an annual rental amount of \$480. GBSL will be responsible for all costs directly associated with its use of the facilities, including maintenance of the six baseball fields, batting cage, field house and field lighting. The cost to the District to provide these services would be approximately \$33,000, annually. However, these improvements were constructed by GBSL to serve their program, and would not otherwise be the responsibility of the District to maintain.

GBSL has operated a youth sports program at the Glades Middle for the last 14 years, under a Lease Agreement, at \$1 per year.

Based on the recommendation of the RFP Evaluation Committee, it is hereby recommended that RFP No. 068-LL10 be awarded to (1) South Florida Sports League, Inc., at Coral Gables Senior, and (2) GBSL Baseball & Softball League, Inc., at Glades Middle, as detailed below.

Coral Gables Senior High School

Because two outside entities have an interest in using the recreational facilities at the school, District staff had separate conversations with SFSL and the City, held in compliance with District Procurement policy. Based on those conversations, a mutually agreeable schedule was developed for the use of Coral Gables Senior's athletic fields, that meets the needs of the school, City and SFSL; SFSL's period of use under the proposed lease agreement takes into account the City's use of Coral Gables Senior's athletic fields under the proposed MOU. Accordingly, the proposed lease agreement with SFSL for use of the football and maintenance fields at Coral Gables Senior (Coral Gables Senior Lease Area) (see location map) shall contain, substantially, the following terms and conditions.

- SFSL's use of the Coral Gables Senior Lease Area shall be for the purpose of operating youth recreational programs, including youth tackle football, cheerleading, flag football, speed, strength and agility programs, and outdoor sports camps. Use shall also include adult non-contact flag football;
- SFSL shall construct, at its cost and expense, a concession/storage/restroom facility (Concession Facility), estimated by SFSL at approximately \$147,000, at a location on the Coral Gables Senior Lease Area mutually agreed to by the parties, provided the plans are first submitted to and approved by the District. All work shall be performed in compliance with all applicable laws, rules and regulations, including, without limitation, the Florida Building Code, the State Requirements for Educational Facilities, and the Miami-Dade County Public Schools criteria and standards, as the same may be amended from time to time;
- SFSL shall have sixty (60) calendar days from the date of the Board's approval of the contract award to conduct due diligence investigations relating to the Concession Facility, including submitting preliminary plans to the District's Building department for initial review. If during the due diligence period, SFSL determines that it is unable to proceed with construction of the Concession Facility, SFSL may withdraw from the lease agreement by providing written notice to the Board, prior to the end of the due diligence period. In that event, the lease agreement shall become null and void and the parties shall have no further obligations to each other. If SFSL does not withdraw from the lease agreement during the due diligence period, SFSL shall be required to proceed with the lease agreement, including construction of the Concession Facility, as provided in the lease agreement;
- the District's Building department shall have sole authority for all work taking place at Coral Gables Senior and shall review and approve all construction documents, issue permits for construction, and provide final acceptance of the work;

- SFSL shall have eighteen (18) months from the end of the due diligence period to complete construction of the Concession Facility. The Superintendent may, upon written request from SFSL, extend the deadline for completion of construction by up to six (6) additional months, provided such extension is due to unforeseen circumstances;
- a term of ten(10) years;
- rent for each year of the ten-year lease term shall be \$1 per year;
- SFSL's period of use of the Coral Gables Senior Lease Area shall be as follows:
 - From February through July, use shall be Wednesdays and Fridays, from 5:45 p.m. until 8:00 p.m., and Saturdays, from 8:00 a.m. to 6:00 p.m.
 - In August, use shall be as scheduled and mutually agreed to between SFSL and the School principal.
 - From September through January, use shall be Monday through Friday, from 5:45 p.m. until 8:00 p.m., and Saturdays, from 8:00 a.m. until 6:00 p.m.
- all improvements, equipment or facilities installed, operated and maintained within Coral Gables Senior shall become the property of the Board, upon installation or construction by SFSL and acceptance by the Board;
- SFSL shall be responsible, at SFSL's cost, for turf maintenance and mowing of the Coral Gables Senior Lease Area, in conformance with the District's standard maintenance schedule and criteria;
- SFSL shall be responsible for payment of all utilities relating to SFSL's use and operation of the Coral Gables Senior Lease Area;
- the Board may cancel the lease agreement, without cause, only if the Coral Gables Senior Lease Area, or any portion thereof, is required for a District purpose, as it may be determined by the Board. In addition, the Board may cancel the lease agreement, for cause, in the event of damage or destruction, other than damage or destruction caused by the SFSL, which the Board chooses not to repair, default by the SFSL, which default is not cured, or in the event the Board sells the property. In addition, the Board may immediately cancel the lease agreement for cause and without penalty, and without providing SFSL an opportunity to cure, if SFSL (1) fails to pay rent, (2) fails to comply with the Jessica Lunsford Act, or (3) assigns or sublets the Coral Gables Senior Lease Area, without the Board's prior written consent, which may be withheld at the Board's sole discretion;
- SFSL may cancel the lease agreement at any time by providing the Board with one-year prior written notice;

- SFSL shall hold harmless, indemnify and defend the indemnitees (as hereinafter defined) against any claim, action, loss, damage, injury, 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 agreement (including goods and services provided thereto) by or on behalf of SFSL, whether or not due to or caused in part by the negligence or other culpability of the indemnitee, excluding only the sole negligence or culpability of the indemnitee. The following shall be deemed to be indemnitees: The School Board of Miami-Dade County, Florida, and its members, officers and employees;
- SFSL shall accept the Coral Gables Senior Lease Area in its "as is, where is" condition, as of the commencement date of the lease agreement, with no representations or warranties by the Board, as to the physical condition or usability of the site for any specific use. In addition, the Board shall not provide any capital improvements or complete any repairs as a provision of this lease agreement;
- the School Board may, on a random basis, request that audits, inspections and reviews be conducted. Consequently, SFSL acknowledges and accepts the authority of the SBOIG to conduct such random audits, inspections and reviews, including, but not limited to, the authority of the School Board designee(s) to access SFSL's records, its legal representatives' and contractors' records and the obligation of SFSL to make those records available upon request. SFSL shall incorporate this clause into every contract that it enters into relating to Coral Gables Senior; and
- for purposes of the lease agreement, the Superintendent of Schools, or his/her designee shall be the party designated by the Board to grant or deny all approvals required under the lease agreement dealing with modifying periods and areas of use and reviewing and approving all matters relating to SFSL's construction of the Concession Facility on Coral Gables Senior. In addition, the Superintendent of Schools shall be the party designated by the Board to grant or deny any approvals required by the lease agreement, including renewing, canceling and/or terminating the lease agreement.

Glades Middle School

The proposed lease agreement with GBSL for use of the six (6) ball fields, field house and batting cages at Glades Middle (Glades Middle Lease Area) (see location map) shall contain substantially the following terms and conditions:

- an initial lease term of five (5) years, with five automatic one-year renewal terms, provided GBSL is not in default of any of the lease terms;

- rent for the first year of the initial five-year lease term shall be \$480, payable in monthly installments of \$40, with annual increases of 10%;
- GBSL's period of use of the Glades Middle Lease Area shall be Monday-Friday, from 4:30 p.m. to 9:30 p.m., and Saturdays, from 8:30 a.m. to 4:00 p.m. No use will be allowed on Sunday;
- GBSL's use of the Glades Middle Lease Area shall be for the purpose of operating youth softball and baseball programs for boys and girls, ages 4 through 15;
- GBSL shall be responsible, at GBSL's cost, for bunker raking of the six (6) ball fields, maintenance of the batting cages, back stops, field house and field lighting, as well as mowing of the six (6) ball fields' outfield areas, in conformance with the District's standard maintenance schedule and criteria;
- GBSL shall be responsible for payment of all utilities relating to GBSL's use and operation of Glades Middle, including payment of electricity for use of field lighting;
- the Board may cancel the lease agreement, without cause, only if the Glades Middle Lease Area, or any portion thereof, is required for a District purpose, as it may be determined by the Board. In addition, the Board may cancel the lease agreement, for cause, in the event of damage or destruction, other than damage or destruction caused by the GBSL, which the Board chooses not to repair, default by the GBSL, which default is not cured, or in the event the Board sells the property. In addition, the Board may immediately cancel the lease agreement for cause and without penalty, and without providing GBSL an opportunity to cure, if GBSL (1) fails to pay rent, (2) fails to comply with the Jessica Lunsford Act, or (3) assigns or sublets the Glades Middle Lease Area, without the Board's prior written consent, which may be withheld at the Board's sole discretion;
- GBSL may cancel the lease agreement at any time by providing the Board with one-year prior written notice;
- GBSL shall hold harmless, indemnify and defend the indemnitees (as hereinafter defined) against any claim, action, loss, damage, injury, 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 agreement (including goods and services provided thereto) by or on behalf of GBSL, whether or not due to or caused in part by the negligence or other culpability of the indemnitee, excluding only the sole negligence or culpability of the indemnitee. The following shall be deemed to be indemnitees: The School Board of Miami-Dade County, Florida, and its members, officers and employees;

- GBSL shall accept the Glades Middle Lease Area in its "as is, where is" condition as of the commencement date of the lease agreement, with no representations or warranties by the Board as to the physical condition or usability of the site for any specific use. In addition, the Board shall not provide any capital improvements or complete any repairs as a provision of this lease agreement;
- the School Board Office of Inspector General (SBOIG) may, on a random basis, perform audits, inspections and reviews of all Board contracts. Consequently, GBSL acknowledges and accepts the authority of the SBOIG to conduct such random audits, inspections and reviews, including, but not limited to, the authority of the SBOIG to access GBSL's records, its legal representatives' and contractors' records and the obligation of GBSL to make those records available upon request. GBSL shall incorporate this clause into every contract that it enters into relating to Glades Middle; and
- for purposes of the lease agreement, the Superintendent of Schools, or his/her designee shall be the party designated by the Board to grant or deny all approvals required under the lease agreement dealing with modifying periods and areas of use and reviewing and approving all matters relating to construction of future recreational facilities by GBSL on the Glades Middle Lease Area. In addition, the Superintendent of Schools shall be the party designated by the Board to grant or deny any approvals required by the lease agreement, including renewing, canceling and/or terminating the lease agreement.

RECOMMENDED: That The School Board of Miami-Dade County, Florida,

1. Award RFP No. 068-LL10 – Use of School Board-Owned Recreational Facilities, to:
 - a. South Florida Sports League, Inc., for use of recreational facilities at Coral Gables Senior High School, located at 450 Bird Road, Coral Gables; and
 - b. GBSL Glades Baseball & Softball League, Inc., for use of recreational facilities at Glades Middle School, located at 9451 S.W. 64 Street, Miami; and
2. Authorize the Superintendent to finalize negotiations and enter into lease agreements with the South Florida Sports League, Inc., and GBSL Glades Baseball & Softball League, Inc., for use of recreational facilities at Coral Gables Senior High School and Glades Middle School, respectively, under substantially the terms and conditions noted above.

LOCATION MAP

BIRD ROAD

S.W. 40TH STREET

RIVIERA DRIVE

S.W. 42ND AVENUE

LE JEUNE ROAD

Multi-purpose field

Proposed Concession Facility

Football field

Legend

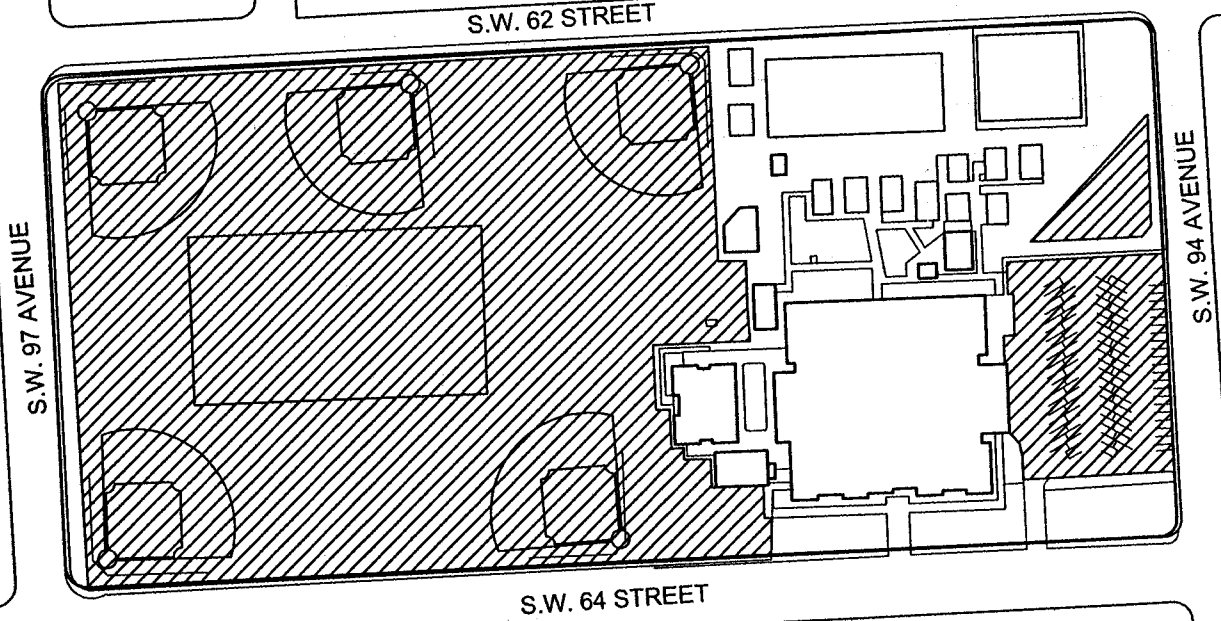


Coral Gables Senior
Lease Area



Not to scale

LOCATION MAP



Legend



Glades Middle
Lease Area



Not to scale