

Financial Services
Richard H. Hinds, Chief Financial Officer

SUBJECT: AUTHORIZE THE SUPERINTENDENT TO:

- A. FINALIZE NEGOTIATIONS AND ENTER INTO A LEASE AGREEMENT WITH RANSOM EVERGLADES SCHOOL, INC., FOR RENOVATION AND USE OF THE RUNNING TRACK AT CORAL GABLES SENIOR HIGH SCHOOL, LOCATED AT 450 BIRD ROAD, CORAL GABLES, PURSUANT TO REQUEST FOR PROPOSALS NO. 039-PP10; AND**
- B. GRANT OR DENY ALL APPROVALS REQUIRED UNDER THE LEASE AGREEMENT, INCLUDING RENEWING, CANCELING OR TERMINATING THE LEASE AGREEMENT**

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

LINK TO STRATEGIC FRAMEWORK: FINANCIAL EFFICIENCY/STABILITY

Request For Proposals No. 039-PP10 – RENOVATION AND USE OF THE RUNNING TRACK AT CORAL GABLES SENIOR HIGH SCHOOL, is to allow for the renovation and subsequent non-exclusive use of the running track (“Track”) at Coral Gables Senior High School, located at 450 Bird Road, Coral Gables (“School”). One (1) proposal was received from Ransom Everglades School, Inc. (“Ransom”), expressing interest in renovating the Track, at Ransom’s sole cost and expense, in exchange for use of the Track for training of Ransom’s track and field teams and hosting of meets.

A meeting of the Selection Committee was held on March 13, 2014. Based on the recommendation of the Committee, it is recommended that RFP No. 039-PP10 be awarded to Ransom Everglades School, Inc., for renovation and use of the Track at the School, in accordance with the terms and conditions of a lease agreement, to be entered into between the parties, as detailed below.

Lease Agreement

The lease agreement (“Agreement”) with Ransom for renovation and subsequent use of the Track shall contain, substantially, the following terms and conditions:

- Ransom shall renovate, at Ransom’s sole cost and expense, the existing Track, 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;
- the District’s Building department shall review and approve all construction documents, issue permits for construction, and provide final acceptance of the work;
- Ransom shall have twelve (12) months from the effective date of the Agreement to complete the renovations of the Track. The Superintendent may, upon written request from Ransom, extend the deadline for completion of construction, by up to six (6) additional months, provided such extension is due to unforeseen circumstances;
- upon completion of the Track renovations, Ransom shall have non-exclusive use of the Track for the operation and maintenance of its track and field program, including hosting of meets;
- an initial lease term of ten (10) years, with five (5) one-year extension periods, at the Board’s sole discretion, provided Ransom is not in default of any of the terms of the Agreement;
- rent for the initial lease term, as well as any renewal terms, shall be \$1 per year;
- the Board shall have exclusive use of the Track during regular school hours on regular school days. In addition, the Board, at its sole option, shall have use of the Track after regular school hours, as required for practices and home games, special School events and functions, intramural sports, extracurricular athletic activities and summer school;
- Ransom acknowledges and agrees that the Board’s use of the Track shall at all times be given priority in determining the schedule of use by the parties. In addition, Ransom’s use of the Track shall at no time conflict or interfere with the authorized use of the Track or other athletic fields and amenities at the School by the City of Coral Gables or any authorized entity or organization;

- Ransom's use of the Track shall be non-exclusive, and shall be limited to no more than Monday through Friday, starting fifteen (15) minutes after the end of the official school day, and ending at sunset, as well as two (2) Saturdays per month, during times as mutually agreed to by the School Administrator and Ransom's designated representative;
- the School Administrator and Ransom's designated representative shall meet prior to the effective date of the Agreement, to establish a mutually agreeable schedule for use of the Track by Ransom for the first one-year period of the initial lease term, within the allowable days and times noted hereinabove;
- thereafter, the School Administrator and Ransom's designated representative shall meet prior to the start of each regular school year, or as soon thereafter as possible, to establish the schedule for use of the Track by Ransom for the upcoming school year, within the allowable days and time periods;
- in the event of a dispute between the parties of any type or nature, including but not limited to the establishment or implementation of a schedule of use, the School Administrator and Ransom's designated representative shall meet, upon request of either party, to review and resolve the issue or dispute, which resolution may include, without limitation, establishing a new schedule of use for that school year. In the event the School Administrator and Ransom's designated representative cannot reach agreement on a particular issue, the matter will be brought before the Board's Chief Facilities Officer, or designee, who shall review the matter and make a determination, which determination shall be final and binding;
- the Board shall be responsible for maintenance of the Track, in conformance with the District's standard maintenance schedule and criteria. Ransom shall pay to the Board, on an annual basis, a prorata portion of the costs borne by the Board to maintain the Track, with Ransom to reimburse the Board based on Ransom's proportional use of the Track;
- the Board may cancel the Agreement, without cause, only if the portion of the School site housing the Track is required for a District purpose, as it may be determined by the Board. In addition, the Board may cancel the Agreement, for cause, in the event of damage or destruction of the Track, other than damage or destruction caused by Ransom, which the Board chooses not to repair, default by Ransom, which default is not cured, or in the event the Board sells the portion of the School site housing the Track. In addition, the Board may immediately cancel the Agreement for cause and without penalty, and without providing Ransom an opportunity to cure, if Ransom (1) fails to comply with the Jessica Lunsford Act, or (2) assigns or sublets the Track, without the Board's prior written consent, which may be withheld at the Board's sole discretion;

- Ransom may cancel the Agreement at any time, by providing the Board with thirty (30) days prior written notice; and
- for purposes of the Agreement, the Superintendent of Schools, or his/her designee shall be the party designated by the Board to grant or deny any and all approvals required under the Agreement dealing with modifying periods and/or areas of use, placing Ransom in default, identifying and establishing the construction area, confirmation of the commencement date of the Agreement, and reviewing and approving all matters relating to Ransom's renovation of the Track, or future construction of additional recreational facilities, if any. In addition, the Superintendent of Schools shall be the party designated by the Board to grant or deny any other approvals required by the Agreement, including renewing, canceling and/or terminating the Agreement.

RECOMMENDED: That The School Board of Miami-Dade County, Florida **AUTHORIZE** the Superintendent of Schools to award Request For Proposals No. 039-PP10 – RENOVATION AND USE OF THE RUNNING TRACK AT CORAL GABLES SENIOR HIGH SCHOOL to allow for the renovation and subsequent non-exclusive use of the running track at Coral Gables Senior High School, located at 450 Bird Road, Coral Gables, as follows:

1. RANSOM EVERGLADES SCHOOL, INC.
3575 MAIN HIGHWAY
MIAMI, FL 33133
2. finalize negotiations and enter into a lease agreement with Ransom Everglades School, Inc., for renovation and use of the running track at Coral Gables Senior High School, located at 450 Bird Road, Coral Gables, under substantially, the terms and conditions noted above, pursuant to Request for Proposals No. 039-PP10, effective upon the awardee satisfying all preconditions of the lease agreement; and
3. grant or deny all approvals required under the lease agreement, including renewing, canceling or terminating the lease agreement.

RHH/mh