

Financial Services
Richard H. Hinds, Chief Financial Officer

SUBJECT: 1. **PARTIALLY AWARD REQUEST FOR PROPOSALS NO. 050-PP10 – DEVELOPMENT, MANAGEMENT AND OPERATION OF A COMMUNITY GARDEN ON BOARD-OWNED PROPERTY TO:**

RESCUE EARTH, INC., FOR THE DEVELOPMENT, MAINTENANCE AND OPERATION OF A COMMUNITY GARDEN AT THE VACANT BOARD-OWNED PROPERTY, LOCATED AT 541 S.W. 4 AVENUE, MIAMI

2. AUTHORIZE THE SUPERINTENDENT TO:

A. FINALIZE NEGOTIATIONS AND ENTER INTO A LEASE AGREEMENT WITH RESCUE EARTH, INC., FOR THE DEVELOPMENT, MAINTENANCE AND OPERATION OF A COMMUNITY GARDEN AT 541 S.W. 4 AVENUE, MIAMI; AND

B. GRANT OR DENY ALL APPROVALS REQUIRED UNDER THE LEASE AGREEMENT, INCLUDING RENEWING, EXTENDING, CANCELING OR TERMINATING THE LEASE AGREEMENT; AND

3. AUTHORIZE THE SUPERINTENDENT TO ENGAGE WITH OTHER NOT-FOR-PROFIT COMMUNITY-BASED ORGANIZATIONS ACROSS THE COUNTY IN SIMILAR EFFORTS UNDER THE UMBRELLA OF AGREEMENTS WITH LOCAL PUBLIC PARTNERS

COMMITTEE: **FACILITIES AND CONSTRUCTION REFORM**

LINK TO STRATEGIC FRAMEWORK: **FINANCIAL EFFICIENCY/STABILITY**

The purpose of Request For Proposals No. 050-PP10 – DEVELOPMENT, MANAGEMENT AND OPERATION OF A COMMUNITY GARDEN ON BOARD-OWNED PROPERTY, is to allow for the use of Board-owned land for the development, maintenance and operation of community gardens, using sustainable and organic practices and raised gardening beds. This is a term proposal. Two proposals were received, expressing interest in the use of three Board-owned sites for community gardening purposes. Specifically, one (1) proposal was received from Rescue Earth, Inc. expressing interest in utilizing the vacant Board-owned site, located at 541 S.W. 4 Avenue, Miami. The second proposal, received from The Art of Cultural Evolution Inc. and Urban Greenworks Inc., expressing interest in utilizing Paul Laurence Dunbar K-8 Center (“Dunbar”) and the vacant Board-owned site, located at 1191 N.W. 73 Street, Miami, is still under evaluation and will be presented at a future Board meeting.

Based on the recommendation of the RFP Evaluation Committee, which met on April 17, 2014, it is hereby recommended that RFP No. 050-PP10 be partially awarded to Rescue Earth, Inc., at the vacant Board-owned site, located at 541 S.W. 4 Avenue, Miami. The awardee will be required to enter into a lease agreement with the Board, for use of Board site, as detailed below.

Rescue Earth, Inc.

The Board shall enter into a lease agreement (“Agreement”) with Rescue Earth, Inc. (“Rescue Earth”) for use of the vacant Board-owned site, located at 541 S.W. 4 Avenue (“Vacant Site”), Miami, for community gardening purposes, containing, substantially, the following terms and conditions.

- Rescue Earth shall have non-exclusive use of the Vacant Site exclusively for the development, management and operation of a community garden, throughout the term of the Agreement;
- Rescue Earth’s community garden may only be developed and operated using raised gardening beds, and sustainable and organic practices. For purpose of the Agreement, “Sustainable and Organic Practices” shall mean a garden which does not use any synthetic fertilizers, pesticides or artificial chemicals, and replaces manmade chemicals with those derived from natural sources. In addition, “Raised Gardening Beds” shall be defined as any garden that is higher than ground level, consisting of soil that is raised higher than the surrounding land area and surrounded by a frame of sufficient strength to keep it in place;
- Rescue Earth shall include an ongoing educational component as part of its use of the Vacant Site, as proposed by Rescue Earth in its proposal submittal and approved by the Board, in the Board’s sole determination;

- An initial lease term of five (5) years, with five (5) one-year renewal periods, at the Board's sole discretion, provided Rescue Earth 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;
- Rescue Earth shall have the right to allow Qualified Third Parties (as defined in the RFP) to utilize all or portions of the Vacant Site to develop, maintain and operate a community garden, subject to and in compliance with a Board-approved sublease agreement, and under the supervision and control of Rescue Earth. In all such instances, Rescue Earth shall remain fully obligated, liable and responsible for all duties, terms and conditions under the Agreement;
- If approved by the Board, Qualified Third Parties shall enter into a sublease agreement with Rescue Earth, containing the same terms and conditions of the Agreement, plus additional terms specific to the sublease arrangement. The form of sublease agreement to be entered into between Rescue Earth and Qualified Third Parties shall be generated by the Board and attached as an exhibit to the Agreement between the Board and Rescue Earth;
- Rescue Earth may make, at its sole cost and expense, improvements to the Vacant Site, provided that the plans are first submitted to and approved in writing by the Board. All work shall be performed in compliance with all applicable laws, rules and regulations, including, without limitation, the Florida Building Code, the Americans with Disabilities Act, the Jessica Lunsford Act, 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 any required construction documents, issue any required construction permits and provide final acceptance of any work at the Vacant Site;
- Rescue Earth shall be responsible for any and all costs related to the development, management and operation of its community garden at the Vacant Site;
- Rescue Earth shall be responsible, at its sole cost and expense, for all maintenance, upkeep and repairs to the Vacant Site, in conformance with the maintenance plan submitted by Rescue Earth and approved by the Board;
- Rescue Earth shall be responsible for payment of all utilities relating to its use and operation of the Vacant Site;

- The Board may cancel the Agreement at any time, without cause or penalty, if the Vacant Site is required for a District purpose, as it may be determined solely by the Board. In addition, the Board may cancel the Agreement, at any time, without cause or penalty, by providing Rescue Earth with one-hundred eighty (180) days prior written notice. In addition, the Board may cancel the Agreement, for cause, in the event of damage or destruction to the Vacant Site, which Rescue Earth chooses not to repair, default by Rescue Earth, which default is not cured, or in the event the Board sells the Vacant Site. In addition, the Board may immediately cancel the Agreement for cause and without penalty, and without providing Rescue Earth an opportunity to cure, if Rescue Earth (1) fails to comply with the Jessica Lunsford Act, (2) assigns or sublets the Vacant Site, except as otherwise authorized under the Agreement, without the Board's prior written consent, which may be withheld at the Board's sole discretion, (3) fails to operate its garden at the Vacant Site using Sustainable and Organic Practices, or (4) fails to use Raised Gardening Beds;
- Rescue Earth may cancel the Agreement at any time by providing the Board with thirty (30) days prior written notice;
- Rescue Earth shall not market or sell products grown within the Vacant Site which may result in the revocation of its not-for-profit status. In addition, Rescue Earth shall take no action of any type or nature which may impact the tax exempt status of the Vacant Site; 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 approving Qualified Third Parties, Rescue Earth's educational program, Rescue Earth's implementation and maintenance plans, placing Rescue Earth in default, confirmation of the commencement date of the Agreement, and reviewing and approving all matters relating to Rescue Earth's construction or installation of any improvements at the Vacant Site, 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, extending, canceling and/or terminating the Agreement.

In addition to the RFP responses received, the District plans to reach out to other potentially interested not-for-profit community-based organizations, to implement similar type organic community gardens across the county. This will be achieved under the auspices of agreements and compacts with our many public partners.

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

1. Partially Award Request For Proposals No. 050-PP10 – DEVELOPMENT, MANAGEMENT AND OPERATION OF A COMMUNITY GARDEN ON BOARD-OWNED PROPERTY, effective upon execution of the Agreement by both parties, as follows:

Rescue Earth, Inc. for the development, maintenance and operation of a community garden at the vacant Board-owned site, located at 541 S.W. 4 Avenue, Miami;

RESCUE EARTH, INC.
1627 BRICKELL AVENUE, SUITE 2805
MIAMI, FL 33129
JOSE RIVAS, C.E.O.

2. Authorize the Superintendent to:
 - A. Finalize negotiations and enter into a lease agreement with Rescue Earth, Inc. for the development, maintenance and operation of a community garden at 541 S.W. 4 Avenue, Miami, under substantially, the terms and conditions noted above; and
 - B. Grant or deny all approvals required under the lease agreement, including renewing, extending, canceling or terminating the lease agreement.
3. Authorize the Superintendent to engage with other not-for-profit community-based organizations across the county in similar efforts under the auspices of agreements with local public partners.

RHH/mh