

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

**SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE A JOINT USE AGREEMENT WITH MIAMI-DADE COUNTY FOR AN APPROXIMATE 14-ACRE BOARD-OWNED SITE, KNOWN AS RON EHMANN PARK, LOCATED AT 10995 SW 97 AVENUE, MIAMI, ADJACENT TO THE MIAMI KILLIAN SENIOR HIGH SCHOOL CAMPUS**

**COMMITTEE: FACILITIES AND CONSTRUCTION REFORM**

**LINK TO STRATEGIC PLAN: IMPROVE CONSTRUCTION SERVICES**

Background

Starting in 1961, the Board entered into a lease with Miami-Dade County (County) on approximately 14 acres of Board-owned land adjacent to the Miami Killian Senior High School campus (School), located at 10655 SW 97 Avenue, for recreational purposes (see location map). The Board-owned property, known as Ron Ehmman Park (Property) has been jointly used by the County and the School since the school opened in 1968, and consists of two basketball courts, one softball field, one soccer field, six lighted tennis courts, a walking path and a recreation building (recreational amenities), all funded and built by the County. The lease has expired and the County has requested that the Board enter into a joint use agreement (Agreement) to allow the County's continued use of the Property.

Proposed Joint Use Agreement

No physical improvements requiring the use of District funds are necessary as a result of the proposed Board action. Terms of the proposed Agreement are, substantially, as follows:

- a 10 year term, with three successive 10-year option periods, at the mutual option of the Parties;
- rent at \$1 per year;
- the School will have the right of use of all recreational amenities located within the Property during regular school hours on regular school days. The County will have the right of use of the Property at all other times. The School may have additional use of the Property, after normal school hours, by reserving such use with the Park Supervisor. Approval of said request shall not be unreasonably withheld, provided such use does not conflict with operations of the Property or

previous County obligations;

- the School Administrator and Park Supervisor shall meet prior to the start of each school year, or as soon thereafter as possible, to establish a mutually agreeable and reasonable schedule for use of the Property by each Party. Given the extensive amount of evening and weekend use of the recreational amenities by local youth leagues and other not-for-profit sports organizations, the existing agreements between the County and these organizations to provide recreational facilities, coupled with the needs of the School to provide the necessary recreational and educational requirements for its ongoing programs, approval of each Party's request for such use shall not be unreasonably withheld. Such schedule of use may be modified from time to time throughout the school year by mutual agreement of the School Administrator and Park Supervisor;
- on a periodic basis, the Parties, through their respective designees, may modify the exact areas of use and periods of use;
- the County shall supervise and control the Property and all facilities and equipment located thereon during those times when not in use by the School, and the Property is open and available to the public;
- subject to review and approval by the District, the County may make such improvements and construct such facilities upon the Property, at the County's sole cost and expense, as may be necessary for community park purposes, and as long as construction of the improvements does not interfere with the District's use of the Property;
- the County, at its sole cost and expense, shall keep and maintain the Property and all facilities and equipment located thereon safe and in a state of good repair at all times. The District will be responsible to repair any damage to the recreational amenities determined to be caused exclusively by School use of the Property;
- both Parties will be responsible for removal of trash and litter from the Property generated during their respective periods of use;
- all utilities serving the recreational amenities shall be separately metered and paid for by the County;
- either Party may cancel the Agreement, in whole or in part, at any time, with one year prior written notice. In that event, the portion of the Property subject to said cancellation shall be freed from the burden of the Agreement, concurrent with the effective date of said cancellation. In addition, the County covenants and agrees that the Board shall not be obligated to reimburse the County for any of County's facilities constructed on the Property or be subject to any other obligation or penalty. Further, the County shall, at County's sole cost and expense and at the Board's sole option, said option not to be unreasonably imposed, remove or

relocate any and all facilities or improvements made to the Property by the County;

- this Agreement shall be deemed subordinate to any existing or future financing of the School property or any part thereof by the Board;
- the County shall have the right to use designated parking, recreational and other facilities located at the School, in compliance with Board Rule and as available;
- the Parties shall each indemnify and hold the other harmless to the extent and within the limitations of Florida Statutes;
- the Agreement shall be construed and enforced according to the laws of the State of Florida and the venue for any disputes shall be in Miami-Dade County Florida;
- the Parties shall comply with all applicable laws, rules, regulations, ordinances and codes of Federal, State and Local Governments, including, but not limited to, the Americans with Disabilities Act, as they apply to this Agreement;
- in the event of any litigation between the Parties under this Agreement, each Party shall be responsible for its own attorney's fees and court costs through trials and appellate levels. The provisions of this paragraph shall survive the termination of this Agreement; and
- the Superintendent of Schools shall be the Party designated by the Board to grant or deny all approvals required by this Agreement, or to cancel this Agreement.

The School Principal and South Regional Center Superintendent recommend approval of the Agreement. The proposed Agreement will be reviewed by the School Board Attorney's Office and the Office of Risk and Benefits Management prior to execution.

**RECOMMENDED:** That The School Board of Miami-Dade County, Florida, authorize the Superintendent to finalize negotiations and execute a Joint Use Agreement with Miami-Dade County for an approximate 14-acre Board-owned site, known as Ron Ehmann Park, located at 10995 SW 97 Avenue, Miami, adjacent to the Miami Killian Senior High School campus, under substantially the terms and conditions noted above.

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# LOCATION MAP

