

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

SUBJECT: AUTHORIZE THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE AN AMENDMENT TO THE JOINT USE AGREEMENT (“AGREEMENT”) WITH MIAMI-DADE COUNTY (“COUNTY”) FOR AN APPROXIMATE 14-ACRE BOARD-OWNED SITE UTILIZED BY THE COUNTY AS RON EHMANN PARK (“PARK”), LOCATED ADJACENT TO MIAMI KILLIAN SENIOR HIGH SCHOOL, 10655 S.W. 97 AVENUE, MIAMI, FLORIDA 33176, TO EXTEND THE TERM OF THE AGREEMENT FOR THE PERIOD ENDING MARCH 2, 2049, IN ORDER TO FACILITATE FUTURE EXPENDITURES BY THE COUNTY WITHIN THE PARK

COMMITTEE: FACILITIES AND CONSTRUCTION

LINK TO STRATEGIC BLUEPRINT: EFFECTIVE AND SUSTAINABLE BUSINESS PRACTICES

Background

Since 1961, Miami-Dade County (“County”) has utilized an approximate 14 acre Board-owned site located adjacent to the Miami Killian Senior High School campus (“School”), located at 10655 S.W. 97 Avenue, Miami, Florida 33176 as Ron Ehmann Park (“Park”). The Park has been jointly used by the County and the Board since the School opened in 1968, and includes two basketball courts, one softball field, one soccer field, six lighted tennis courts, a walking path and a recreation building, all funded and built by the County. The current term of the Joint Use Agreement (“JUA”) expires March 2, 2019. The County has advised that it is unable to access certain funding sources for capital construction projects and other site development activities within the Park, without being able to demonstrate long term use of the site. In this regard, the County has requested that the term of the JUA be extended for a period of 30 years (through March 2, 2049) to facilitate such future expenditures by the County within the Park. All other terms and conditions of the JUA will remain unchanged.

Proposed Amendment to the Joint Use Agreement

The Deputy Superintendent/Chief Operating Officer, School Operations, recommends amending the JUA to extend the term for an additional 30 year period (through March 2, 2049). Accordingly, it is recommended that the JUA be amended to provide for the current expiration date of March 2, 2019 to be extended to March 2, 2049. The JUA will be further amended to include additional terms and conditions that conform to current legal and risk management criteria and Board Policy.

All other terms and conditions of the JUA shall remain in place, including the following:

- rent at \$1 per year;
- three successive 10-year option periods, at the mutual option of the Parties;
- the School will have the right of use of all recreational amenities located within the Park during regular school hours on regular school days. The County will have the right of use of the Park at all other times. The School may have additional use of the Park, 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 Park 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 Park 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 Park and all facilities and equipment located thereon during those times when not in use by the School, and the Park 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 Park, 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 Park;
- the County, at its sole cost and expense, shall keep and maintain the Park 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 Park;
- either Party may cancel the JUA, in whole or in part, at any time, with one year prior written notice. In that event, the portion of the Park subject to said cancellation

shall be freed from the burden of the JUA, 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 Park 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 Park by the County;

- 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; and
- the Superintendent of Schools shall be the Party designated by the Board to grant or deny all approvals required by the JUA, or to cancel the JUA.

The proposed Amendment to Joint Use Agreement 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.

RECOMMENDED:

That The School Board of Miami-Dade County, Florida, authorize the Superintendent to finalize negotiations and execute an amendment to the Joint Use Agreement ("Agreement") with Miami-Dade County ("County") for an approximate 14-acre Board-owned site utilized by the County as Ron Ehmann Park ("Park"), located adjacent to Miami Killian Senior High School, 10655 S.W. 97 Avenue, Miami, Florida 33176, to extend the term of the Agreement for the period ending March 2, 2049, in order to facilitate future expenditures by the County within the Park, under, substantially, the terms and conditions noted above.

MAL: