

Facilities Planning and Construction
Paul J. Phillips, Chief Facilities Officer

**SUBJECT: USE AGREEMENT WITH THE CITY OF MIAMI BEACH FOR
ADDITIONAL STAFF PARKING FOR NORTH BEACH ELEMENTARY
SCHOOL**

The District is actively planning for the construction of additional educational facilities on the campus of North Beach Elementary School (School). Due to the small size of the School campus, on-site parking will be insufficient to meet staff and visitor parking needs once construction is completed. The School principal, Region Superintendent for Region II, and Deputy Superintendent of School Operations have confirmed that 48 additional parking spaces will be required concurrent with the commencement of construction activities.

In compliance with District leasing procedures, staff surveyed the surrounding area for viable parking facilities for either lease, lease-purchase or purchase. The only parking facilities within close proximity to the School are owned and operated by the City of Miami Beach (City). The City was contacted and has expressed a willingness to lease 48 dedicated parking spaces to the Board at less than market rate (see location map). A use agreement was negotiated with the City that includes the following terms and conditions:

- the demised premises shall consist of 48 dedicated parking spaces (24 metered parking spaces along 42nd Street and 24 parking spaces in the surface lot on 42nd Street);
- the District shall have use of the 24 metered parking spaces from 7:00 a.m. to 7:00 p.m., Monday through Friday, year round;
- the District shall have use of the 24 surface lot spaces from 7:00 a.m. to 7:00 p.m., Monday through Friday; beginning on the earlier of September 1 or the date that teachers are to report to work, and ending on the earlier of June 30 or the last date that teachers report for work, but in no event more than a maximum of 10 months each year;
- the City shall provide the District with decals and erect proper signage in order to clearly specify and make available the parking spaces for the District during the District's period of use. All unauthorized vehicles parking in the demised premises during the District's period of use, shall be removed by the City;
- the rental rate shall be \$4,320 per year, payable in monthly installments of \$360. The rental rate has been determined at \$30 per parking space per month for the 24 spaces located in the surface lot (which represents 50% of the amount normally charged to the public), and will only be charged for the six-month period of November 1 to April 30, which is the peak period of parking use in the City. There shall be no charge to the District for use of the

metered parking spaces;

- a five year term;
- unlimited five year renewal option periods, with the mutual consent of the District and the City;
- the City, on an annual basis, may conduct a review of parking usage within the surface lot. In the event the City determines that the District's use of the surface lot prohibits the City from meeting increased public demand for this parking facility, resulting in a loss of revenue to the City, the City may require an increase in rent. The City shall notify the District in writing of any such increase in rent, and the increase shall be effective 180 days after receipt of the notice, subject to Board review and approval;
- either party shall have the right to cancel this agreement at any time by providing the other with at least 180 days prior written notice. However, in the event the City notifies the District of a rate increase, the District shall have the right to cancel this use agreement with 90 days prior written notice;
- the City and Board shall indemnify and hold each other harmless, to the extent of the limitations included within Florida Statutes, from all liability which may arise as a result of each party's use of the premises;
- the City shall have the sole responsibility to pay utility costs and maintain the demised premises; and
- the Superintendent shall be the party designated by the Board to grant or deny all approvals required by this use agreement or to cancel this use agreement.

The proposed use agreement has been reviewed by the School Board Attorney's Office and the Office of Risk and Benefits Management. The principal of North Beach Elementary School, Region Superintendent for Region II and Deputy Superintendent of School Operations recommend approval of this use agreement. No physical improvements requiring the use of District funds are necessary as a result of the proposed Board action.

A copy of the proposed use agreement will be placed on file in the Citizen Information Center and Recording Secretary's Office.

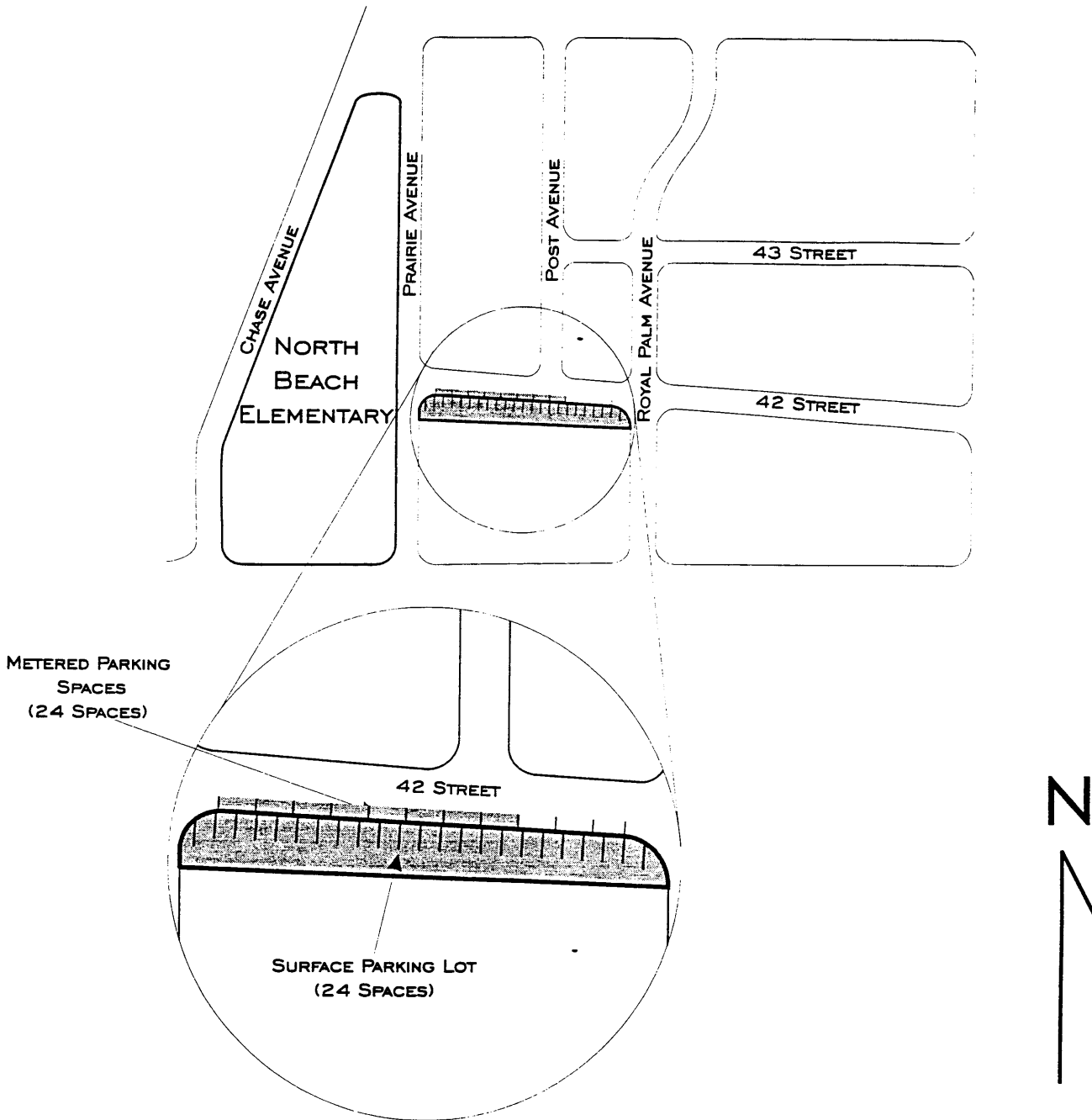
The owner of the parking facility is the City of Miami Beach.

RECOMMENDED


That The School Board of Miami-Dade County, Florida, authorize the Superintendent or his designee to execute a use agreement with the City of Miami Beach for 48 parking spaces for use by North Beach Elementary School staff and visitors, at an annual rental rate of \$4,320, and under the terms and conditions set forth above.

VGv:slr

LOCATION MAP



LEGEND

 DEMISED PREMISES
(TOTAL OF 48 PARKING SPACES)