

Office of School Facilities
Rose Diamond, Chief Facilities Officer

**SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO FINALIZE
NEGOTIATIONS AND EXECUTE A PARKING AGREEMENT WITH
THE MIAMI PARKING AUTHORITY, FOR USE OF BOARD-OWNED
PARKING FACILITIES AT THE SCHOOL BOARD
ADMINISTRATION COMPLEX, TO SERVE THE MIAMI
PERFORMING ARTS CENTER**

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

Background Information

The District has been working with representatives of the Miami Performing Arts Center (MPAC) to assist with the fairly immediate parking needs of MPAC patrons, under an existing Memorandum of Understanding (MOU) with the Miami Parking Authority (MPA), which makes possible a cooperative relationship between the Board and MPA to make Board-owned parking facilities available to meet the parking needs of MPAC. The School Board Attorney's Office has verified that, given this MOU, the District can negotiate a Parking Agreement (Agreement) directly with MPA, without the necessity of notifying all interested commercial enterprises in order to receive proposals for the leasing of the property. Implementation of such an Agreement would provide MPAC with after-hours use of District parking facilities on an interim basis. A longer-term effort to provide permanent parking facilities for District and MPAC patron use is being handled under the auspices of the Request For Proposal (RFP), previously issued by the Board, for a Board-owned parcel located at 1370 NE 2 Avenue.

Proposed Parking Agreement

The MPA, an agency and instrumentality of the City of Miami (City), is tasked with parking management throughout the City, and has expressed a willingness to enter into an Agreement with the District to assist MPAC. While actual MPAC patron parking needs will not be determined until some time after the opening of the facility, MPAC has provided the MPA with a schedule of performances and events for the 2006-07 season (covering the period of September 2006 through July 2007). Based on the MPAC schedule and attendance projections, the MPA developed an analysis of potential parking needs to be met, in part, through the use of District parking facilities, and is projecting the total parking needs to be approximately 34,302 cars on various School Board Administration Complex parking facilities over this time period. Based on this scenario, the MPA anticipated annual gross parking revenue, at \$12 per parking space per event (less the City Parking Surcharge and sales tax paid by patrons), is approximately \$335,000 (Gross). The MPA proposes to distribute 40% of the Gross (approximately \$134,000), to the District, with the MPA to cover the estimated annual operating expense of approximately \$173,000 (payroll costs, insurance, supplies, etc.), and retain the balance (approximately \$28,000, after the

operating expense is deducted). It should be noted that since these figures are based on projected attendance for a facility that is not yet in operation, the MPA has agreed to review the Agreement with the District six months after the start of operations, so that all parties may reevaluate the financial terms based on actual user data.

A copy of the MPA analysis and proposal will be submitted to the Board as supplemental information.

It is anticipated that the parking facilities to be used initially, shall comprise the following lots (see location map):

- Parking Lot # 3 approximately 300 spaces (1st level to be retained for exclusive District use)
- Parking Lot # 5 approximately 84 spaces
- Parking Lot # 7 approximately 188 spaces (up to 250 if used for valet)
- Parking Lot # 6 approximately 76 spaces
- Parking Lot # 4 approximately 125 spaces (pending possible sale of the property)
773 spaces

It is recommended that the Superintendent be authorized to finalize negotiations and execute an Agreement with the MPA under, substantially, the following terms and conditions:

- the final location and quantity of parking facilities to be made available to MPA shall be as mutually determined by the parties;
- a two-year term commencing July 1, 2006, and ending June 30, 2008;
- the Agreement may be extended for two additional one-year periods at the mutual agreement of both parties;
- as described previously in this item, the District will initially receive 40% of the Gross parking revenues collected by MPA, with the MPA covering all operating expenses, subject to a review of the terms and conditions of the Agreement no later than six months following the opening of MPAC, to assure that the distribution of parking revenues collected by MPA meets the financial needs and expectations of the parties, and to evaluate any other relevant aspects of the Agreement. Additionally, the Agreement will be reevaluated at any other time during the term of the Agreement, at the request of either party;
- on at least an annual basis, the District shall audit the books and records of MPA related to this Agreement, for a period of up to three years following final payment of any monies owed to the District;
- MPA shall have use of the District parking facilities on weekdays from approximately 6:00 pm to 6:00 am., and at all times on weekends and those legal holidays observed by the District. Hours of operation shall be modified as necessary to meet the parking needs of MPAC, at the mutual approval of both parties, but at no time shall interfere with District staff use of the parking facilities, including Board meetings

or other scheduled events;

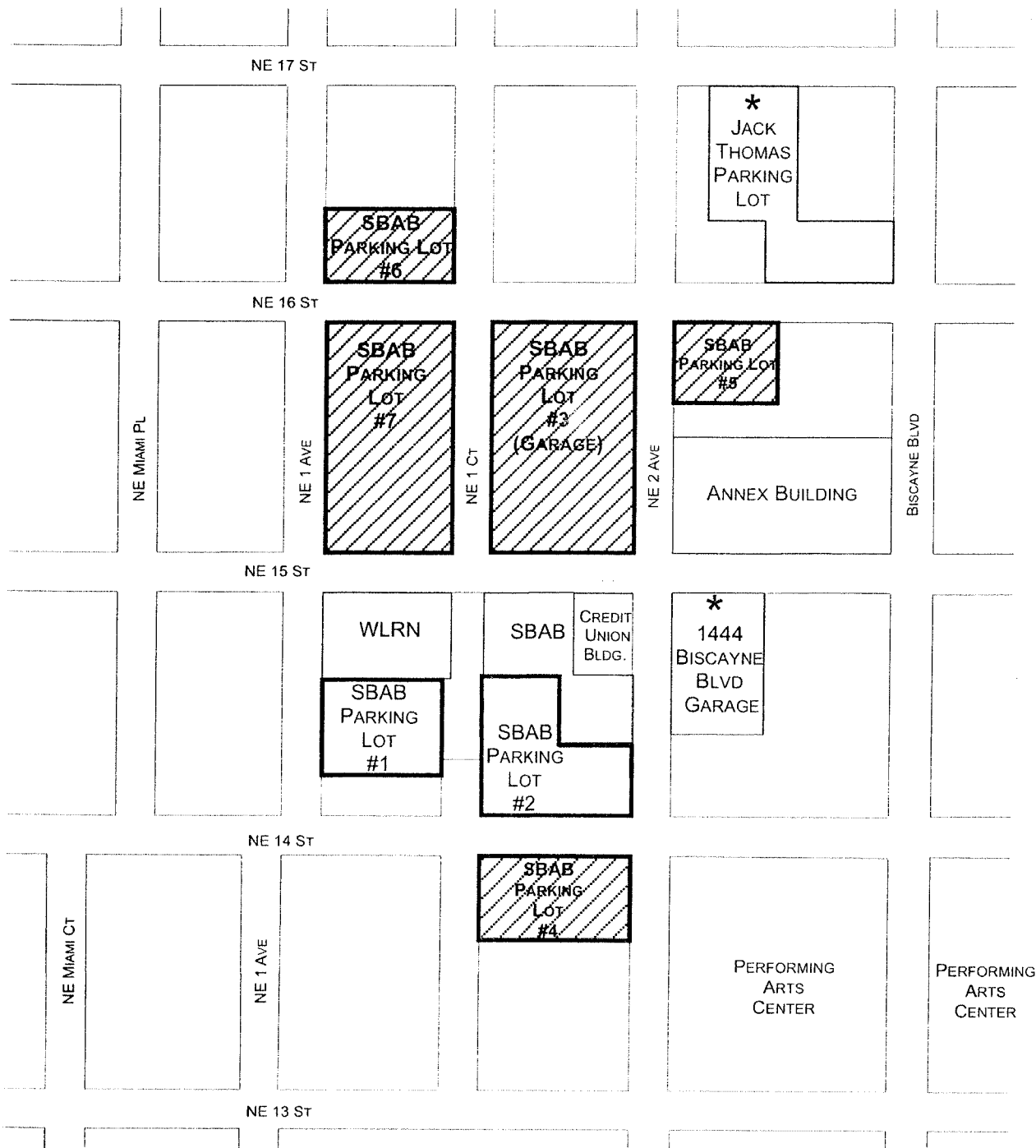
- MPA shall clean the parking facilities after each period of use, and shall remove any unauthorized vehicles from the parking facilities, at its sole cost and expense, prior to the District's next period of use. MPA shall restore the parking facilities, at its sole cost and expense, in the event of any damage caused by MPA, its agents, subcontractors or invitees;
- MPA shall establish the parking rates to be charged for use of the District parking facilities, at its sole discretion, and will manage and staff the facilities at all times during its period of use;
- MPA shall conform to all Federal, State and local regulations while operating the parking facilities, shall be in possession of all required licenses and expertise, and shall assure that all assigned personnel are qualified and trained to perform their tasks;
- in the event of default by MPA, which default is not cured, the District may immediately terminate the Agreement;
- in addition to the above, either party shall have the right to terminate the Agreement at any time, by giving the other party a minimum of 60 days prior written notice;
- to the extent of the limits of Florida Statutes, MPA shall indemnify, defend and hold the Board harmless from all liability which may arise as a result of MPA's negligence, actions or failure to act under the terms of the Agreement;
- MPA shall provide General Liability Insurance coverage in the amount of \$1,000,000, Workers' Compensation insurance in compliance with statutory limits and Auto Liability Insurance in the amount of \$1,000,000, and shall name the Board as an additional insured on all such policies; and
- for purposes of this Agreement, the Superintendent of Schools or his designee shall be the party designated by the Board to coordinate all aspects of the Agreement dealing with hours of operation, location and quantity of available parking spaces, or any other operational issues involving the Agreement, and in addition, 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 Administrative Director, Business Operations and Miami-Dade School Police recommend entering into this Agreement. The Agreement will be reviewed by the School Board Attorney's Office and 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 Parking Agreement with the Miami Parking Authority, for use of Board-owned parking facilities at the School Board Administration Complex, to serve the Miami Performing Arts Center, substantially in conformance with the terms and conditions noted above.


MAL:scj

LOCATION MAP



LEGEND

 DISTRICT PARKING FACILITIES TO BE UTILIZED BY MPA

 PARKING LOTS CURRENTLY LEASED BY BOARD

