

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

SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE A PARKING AGREEMENT BETWEEN THE SCHOOL BOARD (AS LESSEE) AND MIAMI PARKING AUTHORITY (AS LESSOR), FOR USE OF A PARKING GARAGE, LOCATED AT 40 NW 3 STREET, MIAMI, TO PROVIDE STAFF PARKING FOR NEW WORLD SCHOOL OF THE ARTS, LOCATED AT 25 NE 2 STREET, MIAMI

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

LINK TO STRATEGIC FRAMEWORK: FINANCIAL EFFICIENCY/STABILITY

Background

The District currently utilizes 47 parking spaces within the City of Miami Parking Authority (MPA) Parking Garage located at 40 NW 3 Street, and four spaces within the MPA Parking Garage at 190 NE 3 Street, for use by staff at New World School of the Arts (School), located at 25 NE 2 Street, Miami (see location map). The existing parking arrangement with MPA has expired, and School Operations has requested that a successor agreement be entered into. MPA currently charges the School a blended rate of \$93.04 per parking space per month, which is a discounted rate. MPA will allow the School to continue to utilize the existing facilities, on an interim basis, at this rate, until a determination is made on the School's new parking accommodations.

In response, District staff conducted a market survey of the area to locate available parking facilities. Six possible sites were located within reasonable proximity to the School, and are shown on the attached location map. The cost per space indicated is inclusive of the City of Miami's mandated 15% Parking Surcharge. Operating hours are also noted, since the School operates many programs and activities during evening and weekend hours, requiring available parking during extended hours.

Proposed Parking Agreement

Given the School's continuing need for off-site parking facilities to serve staff, and the lack of any alternate Board-owned locations to accommodate this need, School Operations is recommending that the Board enter into a Parking Agreement (Agreement) with MPA for use of the Parking Garage at 40 NW 3 Street (Garage). The Garage is currently serving School needs, is located within a short walking distance from the School and has expanded hours of operation.

Given the long-standing relationship with the School, MPA has agreed to lower its rate from \$93.04 per parking space per month to \$89.99 per parking space per month (inclusive of the City of Miami's mandated 15% Parking Surcharge); an annual savings of \$1,793.40. This rate will remain for the full period of the proposed Agreement (January 1, 2011 to June 30, 2012) unless the Parking Market Rate in the immediate vicinity of the Garage has increased significantly. In that event, and only after October 1, 2011, MPA may, at its option, provide written notice to the District of its intent to raise the rental rate, effective 90 days after issuance of said notice (i.e. the new rate would not become effective until January 1, 2012 at the earliest). MPA must provide a market study to the District documenting that the market rate has increased 15% or higher, necessitating such an increase. Further, any such increase will be capped at 15% of the then current rate. MPA will not increase rental rates should the market study demonstrate an increase less than 15%.

Terms and conditions of the proposed Agreement are, substantially, as follows:

- the Agreement will be for the period of January 1, 2011 through June 30, 2012;
- the initial rate shall be \$89.99 per parking space per month (inclusive of the City of Miami's mandated 15% Parking Surcharge). This rate will remain for the full period of the proposed Agreement (January 1, 2011 to June 30, 2012) unless the Parking Market Rate in the immediate vicinity of the Garage has increased significantly. In that event, and only after October 1, 2011, MPA may, at its option, provide written notice to the District of its intent to raise the rental rate, effective 90 days after issuance of said notice (i.e. the new rate would not become effective until January 1, 2012 at the earliest);
- MPA will provide the District with 49 parking cards. Parking spaces will not be reserved, but space within the garage will be guaranteed;
- the total number of parking cards made available to the District may, at the option of the District, be increased or decreased by up to 10 cards (from 39 to 59 cards in total), by providing MPA with 30 days notice, and the total monthly pricing for the applicable period of use will be adjusted accordingly based on the per card cost then in effect;
- the District shall have use of the Garage from 6:00 a.m. to midnight, Monday through Friday and 6:00a.m.-10:00p.m. on Saturday;
- at any time after October 1, 2011, either Party may cancel the Agreement with 60 days notice. Neither Party shall be able to cancel the Agreement prior to October 1, 2011;
- one 1-year renewal option period (July 1, 2012 to June 30, 2013), at the mutual option of the Parties, with 90 days advance written notice. In that event, MPA may, at its option, provide written notice to the District of its intent to raise the rental rate, effective July 1, 2012. MPA must provide a market study to the District documenting that the market rate has increased 15% or higher,

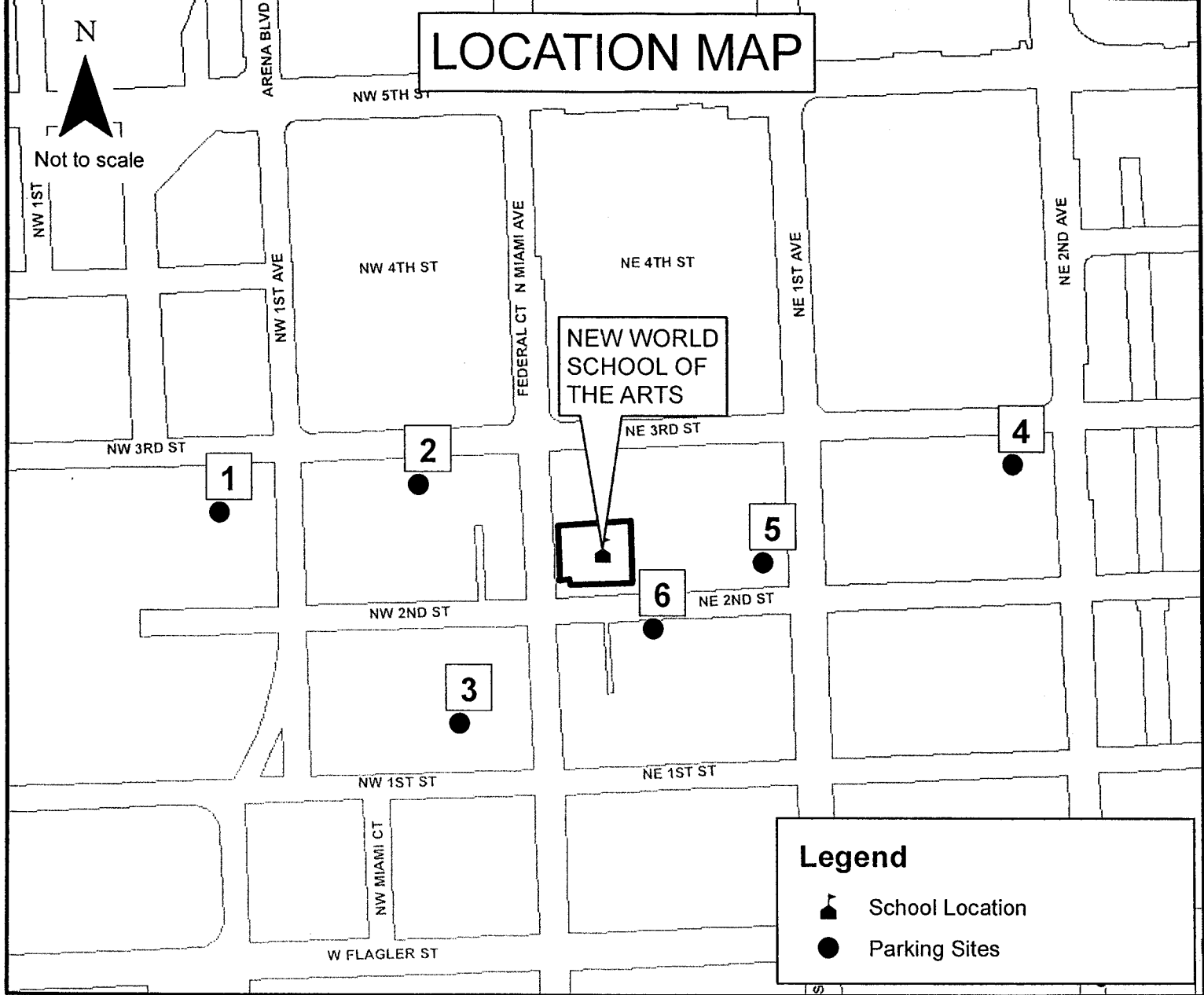
necessitating such an increase. Further, any such increase will be capped at 15% of the then current rate. MPA will not increase rental rates should the market study demonstrate an increase less than 15%;

- the District may, at its option, toll the Agreement, during any period when the School will not be in session (e.g. summer recess), provided such tolling is in monthly increments;
- 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 Parties shall each indemnify and hold the other harmless to the extent and within the limitations of Florida Statutes; and
- the Superintendent shall be the Party designated by the Board to grant or deny all approvals required by this Agreement, or to cancel this Agreement.

The principal of New World School of the Arts, the Office of School Choice and Parental Options, and the Region Center III Superintendent recommend entering into the proposed Agreement. The proposed 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 between the School Board (as Lessee) and Miami Parking Authority (as Lessor), for use of a parking garage, located at 40 NW 3 Street, Miami, to provide staff parking for New World School of the Arts, located at 25 NE 2 Street, Miami, for the period of January 1, 2011, through June 30, 2012, at an initial annual rental rate of \$52,914.12 (\$89.99 per parking space per month), and substantially in conformance with the other terms and conditions set forth above.

LOCATION MAP



Site #	Entity Name	Site Location/Type	Cost/Space	Hours of Operation
1	Miami Parking Authority (MPA)	NW 1 Avenue/NW 3 Street/Surface lot	\$75.04	M-F 7:00am-8:00pm, Saturday and Sunday closed
2	MPA	40 NW 3 Street/Garage	\$89.99	M-F 6:00am-Midnight, Saturday 6:00am-10:00pm and Sunday closed
3	Central Parking Systems	29 NW 1 Street/Surface lot	\$109.25	24/7
4	MPA	190 NE 3 Street/Garage	\$135.00	24/7
5	American Car Parks (ACP)	222 NE 1 Avenue/Surface lot	\$144.87	M-F 7:00am-7:30pm Saturday and Sunday 7:00am-9:00pm
6	ACP	49 NE 2 Street/Surface lot	\$144.87	M-F 7:00am-6:00pm Saturday 7:00am-6:00pm Sunday closed