

May 2, 2018

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

**THAT THE SCHOOL BOARD OF MIAMI-DADE COUNTY,  
FLORIDA, AUTHORIZE THE SUPERINTENDENT TO:**

- SUBJECT:**
- 1) FINALIZE NEGOTIATIONS AND EXECUTE A PARKING PERMIT AGREEMENT ("AGREEMENT") BETWEEN THE SCHOOL BOARD AND MIAMI PARKING AUTHORITY ("MPA"), FOR USE OF A PARKING GARAGE, LOCATED AT 40 N.W. 3 STREET, MIAMI, FLORIDA 33128, TO PROVIDE STAFF PARKING FOR NEW WORLD SCHOOL OF THE ARTS, LOCATED AT 25 N.E. 2 STREET, MIAMI, FLORIDA 33132; AND**
  - 2) EXECUTE ANY AMENDMENTS TO THE AGREEMENT WITHIN THE AUTHORITY GRANTED TO THE SUPERINTENDENT BY THE BOARD IN THE AGREEMENT, AND TO GRANT OR DENY ALL APPROVALS REQUIRED UNDER THE AGREEMENT, INCLUDING RENEWING, EXTENDING, CANCELLING OR TERMINATING THE AGREEMENT, AND PLACING MPA IN DEFAULT, AS MAY BE APPLICABLE**

**COMMITTEE: FACILITIES AND CONSTRUCTION**

**LINK TO STRATEGIC  
BLUEPRINT: EFFECTIVE AND SUSTAINABLE BUSINESS PRACTICES**

Background

The District currently utilizes 46 parking spaces within a parking garage located at 40 N.W. 3 Street, Miami, Florida 33128 ("Parking Garage"), under a Parking Permit Agreement with the Miami Parking Authority ("MPA"), for use by staff at New World School of the Arts ("School"), located at 25 N.E. 2 Street, Miami, Florida 33132. The existing Parking Permit Agreement ("Existing Agreement") expires June 30, 2018, and the School has indicated a continuing need for the parking spaces.

District staff contacted MPA staff who expressed a willingness to enter into a new Parking Permit Agreement ("Agreement") to allow uninterrupted District use of the parking facility for a three-year period (July 1, 2018-June 30, 2021), with two (2)

additional one (1) year extension periods, at the mutual agreement of the parties. Due to the longstanding relationship with the District, MPA has agreed to retain the existing rental obligation at its current rate of \$89.99 per parking space per month (inclusive of the City of Miami's mandated 15% Parking Surcharge), for the initial three-year lease term. This rate has remained unchanged since 2011.

District staff conducted a market survey of the area to locate any available alternate parking facilities (see market survey). Parking lots in the vicinity of the School are uniformly more expensive than the proposed rate at the Parking Garage, and did not meet the School's required period of use, since the School operates many programs and activities during evening and weekend hours.

#### Proposed Parking Permit Agreement

The Parking Garage is currently serving School needs, is located within a short walking distance from the School and has expanded hours of operation. Given the foregoing and the lack of any viable alternate commercial or Board-owned locations to accommodate the School's continuing need for off-site parking facilities, the Deputy Superintendent/Chief Operating Officer, School Operations, recommends entering into the Agreement with MPA for the continued use of the Parking Garage by the School, under, substantially, the following terms and conditions:

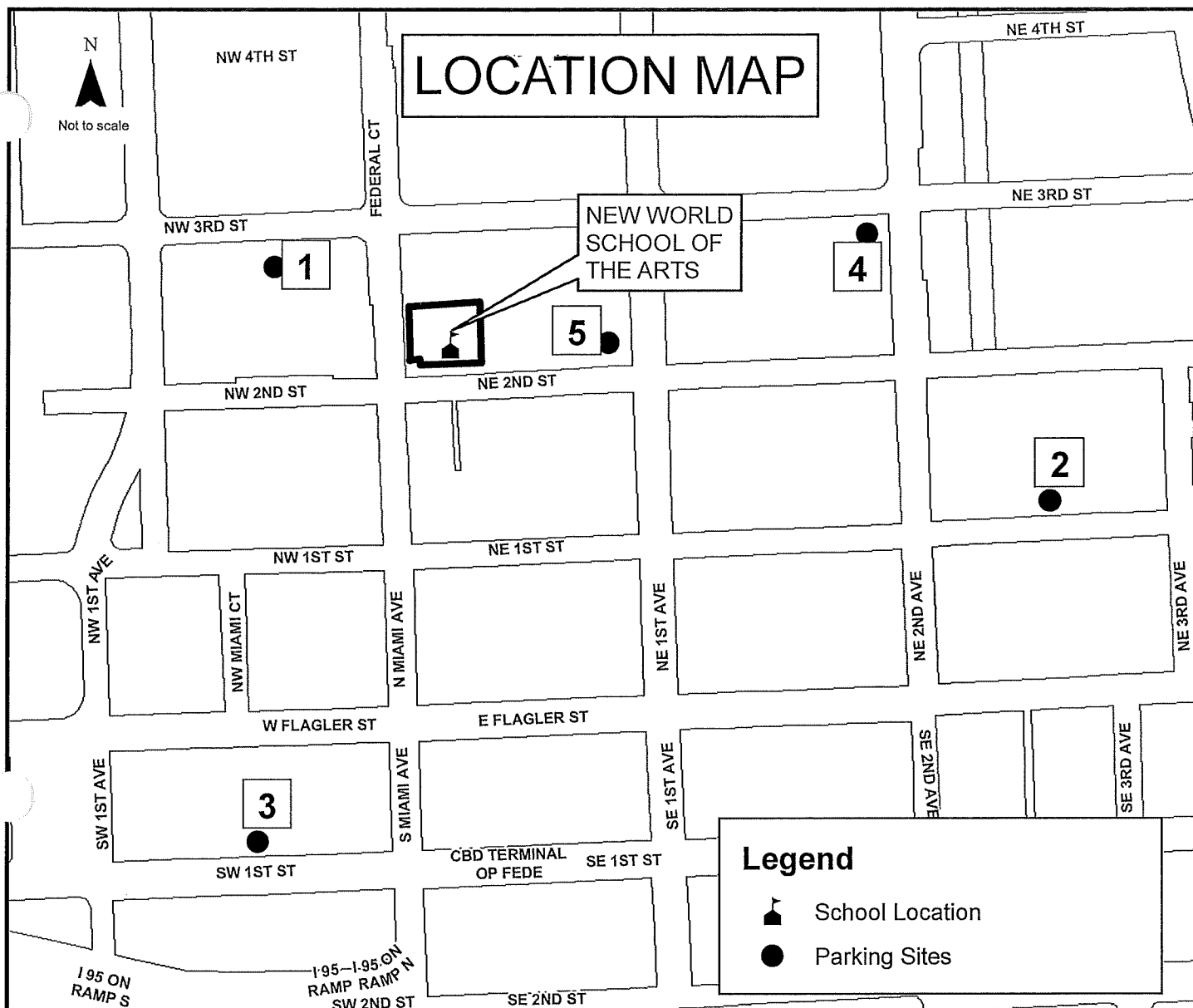
- an initial term of three (3) years (July 1, 2018-June 30, 2021);
- the Agreement may be extended under the same terms and conditions, for two (2) additional one (1) year periods, at the mutual agreement of the parties, provided the District gives written notice to MPA at least ninety (90) days prior to the expiration of the then current term;
- the rental rate shall remain unchanged at \$89.99 per parking space per month (inclusive of the City of Miami's mandated 15% Parking Surcharge) for the period of July 1, 2018 through June 30, 2021;
- should the term be extended, MPA reserves the right to increase the rental rate during each one-year renewal period by the percentage increase reflected in the Consumer Price Index; however, any such increase will be capped at 4% above the then current rate;
- the parking spaces will not be reserved, but space within the Parking 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 from a minimum of 39 to a maximum of 59 cards in total, by providing MPA with 30 days prior written 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 Parking Garage from 6:00 a.m. through midnight, Monday through Friday, and 6:00 a.m. through 10:00 p.m. on Saturday;
- either Party may cancel the Agreement with 60 days prior written notice;
- 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;
- MPA and the Board shall indemnify and hold each other harmless, to the extent of the limitations included within Section 768.28, Florida Statutes;
- for purposes of the Agreement, the Superintendent of Schools or his/her designee shall be the party designated by the Board to grant or deny approvals under the Agreement relating to routine coordination, use and operation of the parking facilities, including increasing or decreasing the number of parking spaces used by the School within the Parking Garage; and
- in addition to the above, the Superintendent of Schools shall be the party designated by the Board to execute any amendments to the Agreement within the authority granted to the Superintendent by the Board in the Agreement, and to grant or deny any approvals under the Agreement, including renewing, extending, canceling or terminating the Agreement, and placing MPA in default.

The proposed Agreement has been reviewed and approved by the School Board Attorney's Office and Office of Risk and Benefits Management for legal sufficiency and risk management issues, respectively.

**RECOMMENDED:** That The School Board of Miami-Dade County, Florida, authorize the Superintendent to:

- 1) finalize negotiations and execute a Parking Permit Agreement ("Agreement") between the School Board and Miami Parking Authority ("MPA"), for use of a parking garage, located at 40 N.W. 3 Street, Miami, Florida 33128, to provide staff parking for New World School of the Arts, located at 25 N.E. 2 Street, Miami, Florida 33132, under, substantially, the terms and conditions noted above; and
- 2) execute any amendments to the Agreement within the authority granted to the Superintendent by the Board in the Agreement, and to grant or deny all approvals required under the Agreement, including renewing, extending, cancelling or terminating the Agreement, and placing MPA in default, as may be applicable.



| Site # | Entity Name                                | Site Location/Type                          | Cost/Space  | Hours of Operation   |
|--------|--|---|---|--|
| 1      | Miami Parking Authority (current location) | 40 NW 3 Street/ <b>Garage</b>               | \$89.99   | M-F 6:00am-Midnight, Saturday 6:00am-10:00pm and Sunday closed       |
| 2      | Asset Parking                              | Suntrust Annex Garage<br>225 NE 1st Street  | \$110.75<br>plus \$10<br>access card<br>fee                 | M-F 7:00am-10:00pm, Saturday 10:00am-12:00am, Sunday 12:00pm-10:00pm |
| 3      | SP Plus Company                            | Robert's Garage<br>35 SW 1st Street         | \$120.00  | M-F 6:00am-9:00pm, Saturday 9:00am-6:00pm - Sunday closed            |
| 4      | Miami Parking Authority                    | College Station Garage<br>190 NE 3rd Street | \$140<br>plus \$15 non-<br>refundable<br>access card<br>fee | Monday-Sunday<br>24 hours a day                                      |
| 5      | American Car Parks                         | Chino-Surface Lot<br>222 NE 1st Avenue      | \$225.00  | M-F 6:00am-6:00pm  |

