

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

SUBJECT: RENEWAL OF A REVENUE GENERATING PARKING AGREEMENT WITH THE MIAMI PARKING AUTHORITY, FOR USE OF BOARD-OWNED PARKING FACILITIES AT THE SCHOOL BOARD ADMINISTRATION COMPLEX, TO SERVE THE ADRIENNE ARSHT CENTER FOR THE PERFORMING ARTS OF MIAMI-DADE COUNTY

COMMITTEE: FACILITIES AND CONSTRUCTION REFORM

LINK TO STRATEGIC PLAN: IMPROVE CONSTRUCTION SERVICES

Background Information

The Board, at its May 10, 2006 meeting, authorized entering into a Parking Agreement (Agreement) with the Miami Parking Authority (MPA) for use of certain Board-owned parking facilities (Parking Facilities) at the School Board Administration Complex during non-working hours and on weekends. Under the terms of a May 18, 2005 Memorandum of Understanding with MPA, the Board had previously agreed to work cooperatively with MPA to make underutilized Board-owned parking facilities available to meet the parking needs of the Adrienne Arsht Center for the Performing Arts of Miami-Dade County (Arsht Center).

The Parking Facilities available for use under the terms of the Agreement are as follows (see location map):

- Parking Lot # 3 approximately 300 spaces (1st level to be retained for exclusive District use)
- Parking Lot # 4 approximately 125 spaces
- Parking Lot # 5 approximately 84 spaces
- Parking Lot # 6 approximately 76 spaces
- Parking Lot # 7 approximately 188 spaces
773 spaces

MPA began utilizing the Parking Facilities in September 2006. Under terms of the Agreement, the District retains 40% of the gross parking revenues collected by MPA, less any applicable taxes and surcharges. MPA is completely responsible for staffing and operating the Parking Facilities and for all operating expenses (e.g. payroll, employee benefits, insurance, supplies, administration and overhead), and retains the balance of parking revenues after deducting operating expenses. Based on the initial schedule for the Arsht Center and attendance projections, MPA developed an analysis of potential parking needs to be met through the use of the District's Parking Facilities. For the first year of operation, MPA projected that approximately 34,302 cars would use the Parking Facilities, generating approximately \$134,000 in revenue for the District. The MPA projections were not however matched by actual results for the first two years as the District received \$111,315.70 as its share of parking revenues.

Renewal of Lease Agreement

MPA has completed its initial two-year lease term, and the Agreement will expire on September 25, 2008. The Agreement may be extended for two additional one-year periods at the mutual agreement of the parties, and MPA has requested that the Agreement be renewed under the same terms and conditions. As such, it is recommended that the term of the Agreement be renewed for a total of two (2) years, commencing September 26, 2008, and ending September 25, 2010. No physical improvements requiring the use of District funds are necessary as a result of the proposed Board action.

All terms and conditions of the current Agreement will continue uninterrupted, including the following:

- the District will receive 40% of the gross parking revenues collected by MPA, less any applicable taxes and surcharges, with MPA to remain responsible for all operating expenses. MPA will retain the balance of parking revenues, after deducting operating expenses;
- the District may 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 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 the Arsht Center, 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 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;

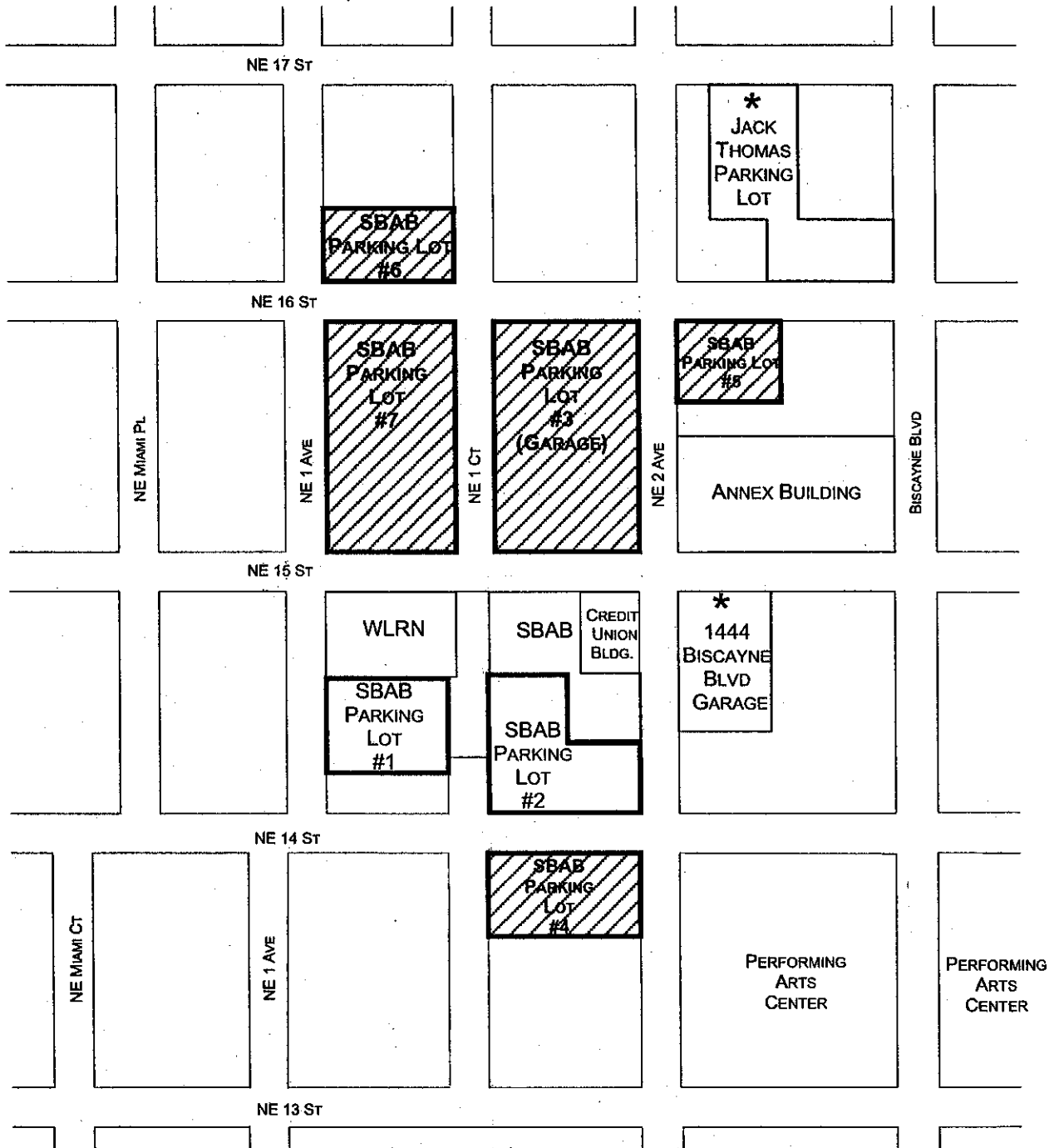
- to the extent of the limits of Florida Statutes, MPA shall indemnify, defend and hold the Board harmless from all liability which may arise as a result of MPA's negligence, actions or failure to act under the terms of the Agreement;
- MPA shall provide General Liability Insurance coverage in the amount 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 Director SBAB Security and the Inspections Officer, District Inspections Operations and Emergency Management recommend the District renew the Agreement for the period commencing September 26, 2008 and ending September 25, 2010.


RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the renewal of a revenue generating Parking Agreement with the Miami Parking Authority, for use of Board-owned parking facilities at the School Board Administration Complex, to serve the Adrienne Arsht Center for the Performing Arts of Miami-Dade County, for the period of September 26, 2008 through September 25, 2010. All other terms and conditions of the Agreement will remain unchanged.


PG:scj

LOCATION MAP



LEGEND

 DISTRICT PARKING FACILITIES TO BE UTILIZED BY MPA

 PARKING LOTS CURRENTLY LEASED BY BOARD

