

Office of School Facilities
Raul F. Perez, Chief Facilities Design & Construction Officer

SUBJECT: AUTHORIZATION FOR THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE A REVOCABLE LICENSE AGREEMENT WITH THE MIAMI PARKING AUTHORITY (“MPA”), FOR USE OF THE MPA OPERATED PUBLIC PARKING LOT #13, LOCATED AT N.W. 3 COURT AND N.W. 3 AVENUE, CITY OF MIAMI, TO SERVE STAFF OF THE LAW ENFORCEMENT OFFICERS MEMORIAL HIGH SCHOOL

COMMITTEE: FACILITIES AND CONSTRUCTION

LINK TO STRATEGIC BLUEPRINT: EFFECTIVE AND SUSTAINABLE BUSINESS PRACTICES

Background

Since its opening in 2009, the Law Enforcement Officers Memorial High School (“High School”) has utilized staff parking facilities located within the adjacent City of Miami (“City”) Police Department parking garage. The Interlocal Agreement entered into between the Board and City in 2008 (the “ILA”) provides for the City to make fifteen (15) parking spaces available for staff of the High School at no charge. Since opening of the High School, the City has accommodated all staff parking within the garage, even as the number of staff have increased. The High School currently has thirty-eight (38) staff members, and the City has advised that it will no longer be able to provide for staff parking beyond the fifteen (15) allotted under the ILA.

The Miami Parking Authority (“MPA”), operates a public parking facility (Lot #13) on land owned by the Florida Department of Transportation (“FDOT”), located under I-95 at N.W. 3 Court and N.W. 3 Avenue. The lot is in close proximity to the High School, and MPA has indicated its ability to enter into a Revocable License Agreement (“Agreement”) with the District to provide twenty-five (25) parking spaces for High School staff (“License Area”). Given FDOT’s ownership of the lot, the Agreement is subject to the terms, conditions, limitations and specifications contained in an Airspace Agreement executed between FDOT and MPA, which document has been reviewed by the School Board Attorney’s Office.

Proposed Revocable License Agreement

The Deputy Superintendent/Chief Operating Officer, School Operations, recommends entering into the Agreement with MPA to provide twenty-five (25) parking spaces for use by

staff of the High School. Accordingly, it is recommended that the Superintendent be authorized to finalize negotiations and execute an Agreement with MPA, under, substantially, the following terms and conditions:

- The District will have use of twenty-five (25) parking spaces within a portion of MPA Lot #13 (also known as FDOT Parcel No. 624), located at N.W. 3 Court and N.W. 3 Avenue, between N.W. 3 Street and N.W. 4 Street, for staff of the High School. The spaces will be available seven days a week/24-hours per day;
- MPA shall charge a License Fee of \$75 per space per month (\$1,875 per month), inclusive of the City's 15% parking surcharge;
- The initial term of the Agreement shall be for one (1) year;
- The District shall have four (4) possible one-year renewal extensions, subject to MPA's annual written consent. During any extension period, MPA reserves the right to increase the License Fee;
- The Agreement may be cancelled by either party in the event of damage to the License Area, an uncured default, or at any time for convenience with thirty (30) days notice;
- MPA and the Board shall indemnify and hold the other harmless, to the extent of the limitations included within Florida Statutes, Section 768.28; and
- 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 Licensed Area. In addition to the foregoing, 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 School Board in the Agreement, and to grant or deny any approvals under the Agreement, including placing MPA in default and renewing, extending canceling or terminating the Agreement.

The proposed Agreement will be reviewed and approved by the School Board Attorney's Office and the 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 Revocable License Agreement with the Miami Parking Authority (“MPA”), for use of the MPA operated public parking lot #13, located at N.W. 3 Court and N.W. 3 Avenue, City of Miami, to serve staff of the Law Enforcement Officers Memorial High School, under, substantially, the terms and conditions noted in the agenda item;
- 2) execute amendments to the Revocable License Agreement within the authority granted to the Superintendent by the Board in the Revocable License Agreement; and
- 3) grant or deny all approvals or waivers required under the Revocable License Agreement, including, without limitation, renewing, extending, canceling or terminating the Revocable License Agreement, and placing MPA in default, as may be applicable.

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