

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

SUBJECT: AUTHORIZE THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE A PARKING PERMIT AGREEMENT WITH MIAMI-DADE COUNTY (“COUNTY”) FOR USE OF A COUNTY-OWNED PARKING GARAGE LOCATED AT 200 N.W. 2 AVENUE, MIAMI, FOR STAFF OF THE LAW ENFORCEMENT OFFICERS’ MEMORIAL HIGH SCHOOL, LOCATED AT 300 N.W. 2 AVENUE, MIAMI

COMMITTEE: FACILITIES AND CONSTRUCTION

LINK TO STRATEGIC BLUEPRINT: EFFECTIVE AND SUSTAINABLE BUSINESS PRACTICES

Background

In April 2008, the School Board and City of Miami (“City”) entered into an Interlocal Agreement (“ILA”) to collaboratively fund the construction of a facility to house the Law Enforcement Officers’ Memorial High School (“School”) and the City’s College of Policing. Under the terms of the ILA, the School was provided use of fifteen (15) parking spaces within the adjacent City of Miami Police Department garage (“Police Garage”), at no charge, for use by School staff. Since opening of the School in 2009, the City has accommodated all staff parking within the garage, even as the number of staff have increased. The School currently has thirty-eight (38) staff members, and the City has recently advised that it will no longer be able to provide for staff parking in the Police Garage beyond the fifteen (15) allotted under the ILA. The County operates the West Lot Garage (“County Garage”), located across the street from the School, and has agreed to make twenty-five (25) parking spaces within the County Garage available to School staff on an ongoing basis, at a rate of \$58.03 per space per month. The rate for use of the County Garage would otherwise be \$14 per space per day.

Proposed Parking Permit Agreement

The Deputy Superintendent/Chief Operating Officer, School Operations, recommends entering into the new Parking Permit Agreement (“Parking Agreement”) with the County for this purpose. Accordingly, it is recommended that the Board authorize the Superintendent to finalize negotiations and execute a Parking Agreement with the County, under, substantially, the following terms and conditions:

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- The School will have use of twenty-five (25) parking spaces within the County-owned garage located at 200 N.W. 2 Avenue, Miami, between the hours of 6:00 am and 11:00 pm, Monday through Friday;
- The term of the Parking Agreement shall commence upon execution of the Agreement by both parties, and shall continue for a period of five (5) years;
- Either party may cancel the Parking Agreement, in whole or in part, at any time, by giving at least ninety (90) days advance written notice to the other party;
- The District shall pay a parking fee of \$58.03 per space per month, payable at a total of \$1,450.75 per month (\$17,409.00 annually);
- The parking fee may be adjusted by the County at the end of each twelve-month period, with a minimum of sixty (60) days advance notice;
- The District, at its expense, shall be responsible for repairing damage to the Parking Garage as a result of its use of the Parking Garage;
- The County shall not be held responsible for any personal belongings or damage to vehicles, unless caused by the negligence of the County, subject to the limits of Section 768.28 F.S.;
- The District shall have the right to reduce the quantity of parking spaces used on a short-term basis, such as during the Winter and Summer Breaks, with an associated reduction in the applicable parking fee for that period;
- for purposes of the Parking Agreement, the Superintendent of Schools or his/her designee shall be the party designated by the Board to grant or deny any and all approvals or waivers under the Parking Agreement relating to routine operational issues; and
- in addition to the above, the Superintendent of Schools shall also be the party designated by the Board to execute amendments to the Parking Agreement within the authority granted to the Superintendent by the Board in the Parking Agreement, and to grant or deny any approvals or waivers required by the Parking Agreement, including placing the County in default, and canceling or terminating the Parking Agreement.

The proposed Parking Agreement will be reviewed by the School Board Attorney's Office and the Office of Risk and Benefits Management for legal sufficiency and risk management issues, respectively, prior to execution.

RECOMMENDED:

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

- 1) finalize negotiations and execute a Parking Permit Agreement with Miami-Dade County (“County”) for use of a County-owned parking garage located at 200 N.W. 2 Avenue, Miami, for staff from the Law Enforcement Officers’ Memorial High School, located at 300 N.W. 2 Avenue, Miami, under, substantially, the terms noted in the agenda item;
- 2) execute amendments to the Parking Agreement within the authority granted to the Superintendent by the Board in the Parking Agreement; and
- 3) grant or deny all approvals required under the Parking Agreement, including canceling or terminating the Parking Agreement, and placing the County in default, as may be applicable.