

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

SUBJECT: AUTHORIZE THE SUPERINTENDENT TO EXECUTE A REVOCABLE LICENSE AGREEMENT WITH THE DEPARTMENT OF OFF-STREET PARKING OF THE CITY OF MIAMI, FLORIDA, A/K/A THE MIAMI PARKING AUTHORITY, FOR USE OF THE BOARD-OWNED PARKING FACILITY LOCATED AT 1610 NE 1ST COURT, MIAMI, FLORIDA

COMMITTEE: FACILITIES AND CONSTRUCTION

LINK TO STRATEGIC PLAN: EFFECTIVE & SUSTAINABLE OPERATIONAL PRACTICES

Background

District staff and representatives of the Department of Off-Street Parking of the City of Miami, Florida (a/k/a the Miami Parking Authority) ("MPA") have been in discussions concerning the possible use of the Board-owned parking lot, located at 1610 NE 1 Court ("Parking Lot") by MPA to provide professional parking services ("Parking Services"). The Parking Lot contains approximately seventy-five (75) parking spaces, and it is anticipated that parking will be made available on an hourly, as well as a monthly basis. Under the proposed Revocable License Agreement ("Agreement"), the Board will delegate to MPA the responsibility of providing Parking Services, on behalf of the Board, including, but not limited to, shared parking enforcement activities. Additionally, MPA has the authority to operate anywhere within Miami-Dade County. Given the unique opportunity to utilize Board-owned parking facilities to service World Cup events and other activities to be held in proximity to various school sites, the proposed Agreement will also allow for the use by MPA of parking facilities at any Board-owned location within the District. This provides the Board with an opportunity to secure funds on an ongoing basis for concerts, sporting events, etc.

Proposed Agreement

It is recommended that the Superintendent be authorized to execute an Agreement between the Board and MPA under, substantially, the following terms and conditions, upon a determination by the Board that such an Agreement would be in the best interest of the Board:

- A three (3) year initial term, with an ability to extend for two (2) additional one (1) year periods thereafter;
- The specific services to be provided by MPA may be modified from time to time, through an amendment to the Agreement;

- The District and MPA will establish a mechanism for enforcement activities within the Parking Lot, including issuance of citations, booting, and towing services;
- All users of the Parking Lot, including the District, shall pay the applicable parking rate established by MPA;
- Revenue collected will be shared between the parties, with the District anticipated to receive 85% of net revenue; and
- In addition to any other provisions, either party shall have the right to terminate or cancel the Agreement at any time for convenience, with or without cause, by giving written notice to the other party thirty (30) days prior to the effective date of such termination.

The proposed Agreement has been reviewed by the School Board Office of the General Counsel and the Office of Risk and Benefits Management for legal sufficiency and risk management issues, respectively, and found to be in compliance. A copy of the Agreement in its final form is attached hereto.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, upon its determination that entering into the agreement described herein is in the best interest of the Board, authorize the Superintendent to:

- 1) execute a Revocable License Agreement ("Agreement") with the Department of Off-Street Parking of the City of Miami, Florida, a/k/a the Miami Parking Authority ("MPA"), for use of the Board-owned parking facility located at 1610 NE 1st Court, substantially as set forth in the agenda item as well as potential use of other Board-owned parking facilities, from time to time, subject to approval by the Superintendent; provided, however, that the Superintendent's authority to approve use of additional Board-owned parking facilities shall be limited to individual uses of ten (10) consecutive calendar days or less. Any proposed use exceeding ten (10) consecutive calendar days shall require School Board approval;
- 2) execute amendments to the Agreement within the authority granted to the Superintendent by the Board in the Agreement, including routine coordination and use of the premises, or for any other routine operational issues; and
- 3) grant or deny any approvals required by the Agreement, including without limitation, amending any of the exhibits to the Agreement, placing MPA in default, and renewing, extending, cancelling or terminating the Agreement, as provided in the Agreement.

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