

EXECUTIVE SUMMARY

Parking Lot Agreement between The School Board of Broward County, Florida and the City of Fort Lauderdale

After completion of repairs to the KCW Building and with the Surface Parking Lot no longer needed for staging to repair the building, the District decided to operate the Parking Lot as a fully automated system that would maximize profit and minimize the possibility of employee theft. It was also determined that Administrative Sites staff and designated KCW security staff would manage the Parking Lot and collect parking revenue from the machine. Also, the Lot was envisioned to be operational 24 hours a day, seven (7) days a week, and allow for parking rate adjustments after hours, on weekends, and during special events. However, the Parking Lot was never operated for 24 hours a day, seven (7) days a week, nor operated after hours, during the weekends, and during special events. Realistically, this envisioned operation would have required additional staff time and costs. Thus with this limitation, the fully automated system did not work out as originally envisioned and as stated herein, the machine is no longer working efficiently and has been permanently shut down.

Given the current issues with the machine, staff commenced a comprehensive assessment on how best to operate/manage the Lot. Options explored were to return to leasing the Lot to another entity to manage its operation or replace the increasingly defective parking machine with a more cost efficient, modern, and energy efficient machine. However upon further assessment, the conclusion was to pursue purchasing a more cost efficient, modern, and energy efficient machine; and towards this goal, staff initially researched three (3) different types of outdoor parking meters manufactured by companies depicted below and their associated cost. They are as follows:

- **Manufacturer - Amano Parking Systems:** The envisioned machine manufactured by this entity would cost a total of \$55,000.00 (approximately \$30,000.00 to purchase and install, and \$25,000.00 a year to maintain).
- **Manufacturer - Federal APD Corp. System:** The envisioned machine manufactured by this entity would cost a total of \$58,500 (\$40,000 to purchase and install, and \$15,500.00 a year to maintain).
- **Manufacturer - Digital Payment Technologies:** The envisioned machine manufactured by this entity would cost a total of \$50,000 (\$35,000 to purchase and install and \$15,000.00 a year to maintain).

However upon further assessment, it was determined that the initial cost to purchase any of the parking machines depicted above would not result in increased revenue and long term cost savings to the District. Thereafter, the decision was made to approach the City of Fort Lauderdale and purchase two (2) Global Metro MKS Parking Meters made by Parkeon/Strada Pay Station. The benefits and challenges of proceeding to operate the Lot as a fully automated Lot in coordination with the City, as opposed to leasing the Lot to another entity to operate is depicted in Exhibit 3.

Since 2011, staff initiated several improvements to the Parking Lot that included raising the parking rates from two dollars (\$2.00) per hour and ten dollars (\$10.00) maximum per day to four dollars (\$4.00) per hour and twenty dollars (\$20.00) maximum per day; and in February 2013 increasing the parking rates from four dollars (\$4.00) per hour and twenty dollars (\$20.00) maximum per day to five dollars (\$5.00) per hour and twenty-five dollars (\$25.00) maximum per day. Upon this change, the District in March 2013 realized a net amount of \$23,370.00. However, the total intake for the year dwindled to \$66,743.00. This drop in intake was again due to the frequent break down/shut down of the machine during various times of the year.

Given this Agreement with the City, the Parking Lot would be operational 24 hours a day, seven (7) days a week. Also in coordination with the City, specific rates will be set for special scheduled downtown events. As such, current plans are to maintain the existing parking rates of five dollars (\$5.00) per hour, which is in line with the parking rates within the downtown Fort Lauderdale area. Based on this rate, it is anticipated that with a conservative projected eighty percent (80%) utilization of the Parking Lot by patrons (excluding weekends and special event rates), the District could realize an approximate monthly intake of \$19,200.00 per month, and an annual total intake of \$228,000.00.

PARKING LOT AGREEMENT

THIS IS AN AGREEMENT, entered into on the 22nd day of July, 2014, between:

CITY OF FORT LAUDERDALE, a municipal corporation of the state of Florida, hereinafter referred to as "City",

and

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate and political subdivision of the State of Florida, hereinafter referred to as "SBBC"

WHEREAS, pursuant to Motion adopted at its meeting of June 17th, 2014, the City Commission of the City of Fort Lauderdale, Florida authorized the proper City officials to enter into this Agreement; and

WHEREAS, SBBC is the owner of that certain parking lot located at the Kathleen C. Wright Administrative Complex, 600 SE 3rd Avenue, Fort Lauderdale, Florida, 33301, hereinafter referred to as "Site" and more particularly described in the attached Exhibit "A"; and

WHEREAS, SBBC desires to purchase two (2) parking meters (hereinafter "Parking Meters") from the City and SBBC is willing to pay the City to install monitor, and maintain the Parking Meters on the Site from which SBBC would collect and retain the monthly revenues derived from the Parking Meters and from which the City would retain any parking citations revenues; and,

WHEREAS, the City is willing to permit SBBC to retain the revenues derived from the Parking Meters at the Site; and

WHEREAS, such arrangements will be beneficial to both parties by providing additional revenue derived from the Parking Meters to be located at the Site; and

WHEREAS, this arrangement with the CITY will benefit SBBC due to its purchase of newer, cost effective and more efficient Parking Meters.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are incorporated into this Agreement by this reference as if fully set forth herein.

2. **Term of Agreement.** Unless otherwise terminated as provided herein, the term of this Agreement shall be for a period of three (3) years commencing on the date of approval by both parties.

3. **Purchase of Parking Meters.** SBBC agrees to purchase two (2) Global Metro MKS Parking Meters from the CITY, and the City agrees to sell the said parking meters to the SBBC at a cost of \$13,300.00 per parking meter with a total cost to SBBC of \$26,600.00. The Global Metro MKS Parking Meters shall be obtained by the City from the successful vendor selected by the City via its Request for Proposal (RFP) No. 524-10918.

4. **Parking Meters Location.** Subject to the terms and conditions set forth below, SBBC hereby authorizes the City to install and maintain the Parking Meters at the Site more particularly described in the attached Exhibit "A".

5. **Existing Parking Meter.** Prior to the installation of the Parking Meters, the CITY shall remove the existing SBBC-owned parking meter now installed on the Site and hand it over to SBBC.

6. **Installation Cost.** The one-time installation cost charged to SBBC by the City to install both of the Parking Meters shall be a total of \$250.00. This installation cost includes the City's removal of the existing parking meter, the City's installation of the Parking Meters, and all construction (including electrical, piping, clean up, site restoration, etc.) work associated with such removal and installation. The City shall invoice SBBC for such installation costs and SBBC shall pay such invoice within thirty (30) days of its receipt.

7. **Collection and Parking Meter Revenue.** SBBC shall collect and retain all revenue from the Parking Meters at the Site, and at the minimum, document and itemize the method of payment/amount (i.e. cash, credit/debit card) paid by the patrons. Prior to or upon installation of the two (2) Parking Meters, Global Metro MKS Parking Meters or its authorized representative shall provide documentation which states that only the SBBC has the key(s) to the revenue compartment of the Parking Meters.

8. **Maintenance.** SBBC shall pay the City a fee of \$45.00 per month to maintain the Parking Meters at the Site. Such payment by SBBC shall be made no later than thirty (30) calendar days upon receipt of a billed invoice from the City outlining all such costs.

9. **Parking Meter Monitoring.** The City agrees to monitor the Parking Meters at the Site at least twenty—two (22) hours a day, seven (7) days a week to ensure that patrons pay the parking fees due and, as necessary, to enforce payment of the parking fees by issuing citations to violators. Such monitoring shall include the physical patrol of the Site by the City's parking enforcement officer. The City shall provide monthly documentation to SBBC which confirms that it is monitoring the Parking Meters at least twenty—two (22) hours a day, seven (7) days a week; and

10. **Revenues from Parking Citations.** In lieu of the City charging SBBC monthly fees to monitor and enforce parking requirements on the Site, SBBC instead agrees to allow the City to retain any citation revenue derived by the City from said Parking Meters.

11. **Termination.** This Agreement may be terminated with or without cause at any time by either party upon sixty (60) days written notice. In the event of termination, the City shall within sixty (60) days of termination invoice SBBC for maintenance costs through the effective date of termination.

12. **Property upon Termination.** It is hereby agreed by and between the City and SBBC that upon the termination of this Agreement, the City shall have the right to remove from the Site all of City's personal property then located upon the Site, including, but not limited to, signs and any other property owned by the City. The City agrees that the cost of removing such items shall be borne by the City. It is agreed that the two (2) Parking Meters shall be SBBC's property upon payment.

13. **Services at Site.** SBBC hereby grants the City the right to install, maintain, and repair the Parking Meters at the Site and to remove the existing SBBC-owned parking meter in accordance with Section 5 of this Agreement. SBBC also grants the City the right to install upon the Site signs and any other property or items which the City may deem appropriate under this Agreement.

14. **Visitor Parking at Site.** SBBC reserves the right to designate parking spaces at the Site to be used by SBBC's visitors and/or affiliates and the City agrees that any visitors and/or affiliates utilizing such designated parking spaces will not be issued parking citations by the City provided such vehicles display

"Visitor/Affiliate" signage on their dashboards when using the designated parking spaces.

15. **Parking Meter Maintenance.** The City shall at all times maintain the Parking Meters in a working condition at all times during the term of this Agreement subject only to ordinary wear and tear.

16. **SBBC Warranties.** SBBC warrants and represents to the City that it is the owner of the Site and further represents and warrants that the Site is presently used as a parking area.

17. **Site Ingress and Egress.** SBBC agrees that the City shall have the right of ingress and egress to the Site for any and all purposes required by the City pertaining to the use of the Site as a parking lot. The installation, maintenance, repair, and enforcement of ordinances applicable to such metered parking shall be accomplished by the City as part of the costs stated in this Agreement.

18. **Claims and Sovereign Immunity.** The City is a self-insured entity, and therefore, any and all claims arising as a result of the City's use of the Site shall be processed through the City's Risk Management Office. Each party agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. However, nothing contained herein shall constitute a waiver by the City or SBBC of their sovereign immunity protection or of any rights and limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

19. **Right to Audit City Records by SBBC.** The City shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds under this Agreement. All of the City's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments, and/or claims submitted by the City or any of the City's payees pursuant to this Agreement. The City's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect

costs (including overhead allocations) as they may apply to costs associated with this Agreement. The City's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement. SBBC has the right to perform cash counts during the servicing of Parking Meters and to reconcile credit cards to bank records.

20. **The City's Records Defined.** For the purposes of this Agreement, the term "the City's Records" shall include, without limitation, accounting records, payroll time sheets, cancelled payroll checks, W-2 forms, written policies and procedures, computer records, disks and software, videos, photographs, executed subcontracts, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, (including sufficient supporting documentation and documentation covering negotiated settlements), and any other supporting documents that would substantiate expenditure, reconcile or refute any charges and/or expenditures related to this Agreement.

21. **Duration of Right to Audit.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to the City's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to the City pursuant to this Agreement.

22. **Notice of Audit.** SBBC's agent or its authorized representative shall provide the City with reasonable advance notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation and or reproduction.

23. **Audit Site Conditions.** SBBC's agent or its authorized representative shall have access to the City's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

24. **Failure to Permit Inspection.** Failure by the City to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any City's claims for payment by SBBC.

25. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Florida. The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida, and that all litigation between them in the federal courts shall take place in the United States District Court for the Southern District of Florida.

26. **Notices.** All notices required by law and by this Agreement to be given by one party to the other shall be in writing, and the same shall only be deemed given if as follows:

- (a) By certified mail, return receipt requested, to the following addresses:

The CITY: CITY OF FORT LAUDERDALE
CITY MANAGER
100 NORTH ANDREWS AVENUE
FORT LAUDERDALE, FLORIDA 33301

SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director - Facility Planning & Real Estate Dept.
The School Board of Broward County, Florida
600 Southeast Third Avenue - 8th Floor
Fort Lauderdale, Florida 33301

- (b) or to such other addresses as the parties may by writing designate to the other party.)

27. **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

28. **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same

terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to SBBC all public records in that party's possession upon termination of its contract with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

FOR THE CITY

WITNESSES:

Jeanette A. Johnson

Jeanette A. Johnson

Print Name

Donna Varisco

Donna Varisco

Print Name

(Corporate Seal)

CITY OF FORT LAUDERDALE

By:

John P. Seiler
JOHN P. "JACK" SEILER, Mayor

By:

Lee R. Feldman
LEE R. FELDMAN, City Manager

ATTEST:

Jonda K. Joseph
JONDA K. JOSEPH, City Clerk

Approved as to form:

Cole J. Corertino
COLE J. CORERTINO,
Assistant City Attorney


FOR SBBC

(Corporate Seal)

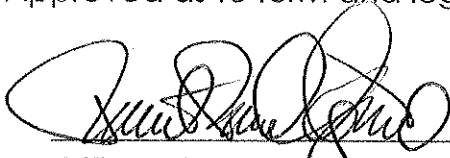
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By: 
Patricia Good, Chair

ATTEST:


Robert W. Runcie
Superintendent of Schools

Approved as to form and legal content:

 04/28/14
Office of the General Counsel

S:v/allwork-use/contracts/review/1314year/140314kcwparking

OPTIONS TO ADDRESS PARKING ISSUES REGARDING THE SURFACE PARKING LOT

NO	PARKING OPTIONS	PROS	CONS	COST SAVINGS
1	<u>Amano Parking Systems</u>	<ul style="list-style-type: none"> 100% revenue reverts back to the District. The District would solely operate the parking lot. 	<ul style="list-style-type: none"> New outdoor machine cost approx. \$30,000 including 1 year maintenance contract. Would require additional maintenance contract cost of \$25,000/year plus PCI DSS annual compliance cost \$25,642/year (if additional maintenance contract extension is purchased at the same time as machine, the maintenance cost would be \$15,000/yr). Additional security requirements (Cameras etc.). District responsible for enforcement. Amano Parking System, Inc. is the only provider of materials, services, and other accessories for its parking system. 	<ul style="list-style-type: none"> None
2	<u>Parkeon/Strada Pay Station-Global Metro MKS meters-Partnership with the City of Fort Lauderdale.</u>	<ul style="list-style-type: none"> District will be purchasing parking meters from the batch the City acquired via its Request for Proposals (RFP). Meters will be purchased at a cost of approximately \$13,300 per meter, for a total of \$26,600 for two meters, with a total cost of \$250 to install the meters, and a maintenance cost of \$540 per year. New weather proof parking meters that also contain solar panel; therefore would not require electrical connection. District will be purchasing modern and energy efficient meters. Partnership with the City of Fort Lauderdale. City installs and maintains parking meters, and monitors and enforces parking requirements on the lot. Flexibility in setting, after hours, weekend and special events parking rates, which could result in additional revenue. 	<ul style="list-style-type: none"> 100% revenue does not revert back to the District because the City will retain the citation revenue. 	<ul style="list-style-type: none"> Startup cost to the District is approximately \$27,390 Annual cost to the District is approximately \$540 in annual maintenance cost as opposed to the average annual maintenance cost of \$25,000 for a one year.

PCI DSS - Payment Card Industry Data Security Standards

Prepared by: The Facility Planning and Real Estate Department
The School Board of Broward County, Florida

6/2/2014

OPTIONS TO ADDRESS PARKING ISSUES REGARDING THE SURFACE PARKING LOT

NO	PARKING OPTIONS	PROS	CONS	COST SAVINGS
3	RFP to Retain a Vendor to Manage Parking Lot Under a Lease Agreement.	<ul style="list-style-type: none"> The District will have no responsibility to manage the parking operations. District realizes guaranteed monthly net income from the vendor. The District will not incur maintenance cost The District realized approximately \$20,777 net income per month during its contract with Parking Co. of America, Inc. 	<ul style="list-style-type: none"> The District does not retain sole control of the parking lot. The District does not retain 100% of the revenue from the parking lot and has to share revenue derived from the parking lot with vendor. Initial time frame to generate RFP and retain a vendor could be lengthy. Overhead cost to retrofit. No flexibility in setting weekend or special events parking rates. 	<ul style="list-style-type: none"> Cost savings include maintenance cost, ticket supply cost, man-station, etc.

COLLABORATION

SIGN-OFF FORM

Title of Agenda Request Item:

Parking Lot Agreement between The School Board of Broward County, and the City of Fort Lauderdale

School Board Meeting Date:

7/22/14

- ☐ All projects have been appropriated in the Adopted District Educational Facilities Plan (September 10, 2013) and in the District's Capital Budget.
- ☐ The following project(s) have not been appropriated in the Adopted District Educational Facilities Plan (September 10, 2013) and in the District's Capital Budget.

☒ **Comments:** The financial impact of this agreement is \$27,390.00. These funds will come from the Capital Projects Reserve and will be offset by the proceeds of the program.

Department Name

Department Head Name

Department Head Signature

Capital Budget

Omar Shim
Director

7.3.2014

Note: By signing this collaboration the Capital Budget Department is acknowledging that the budget impact as stated is correct. Other aspects of the agenda item are the responsibility of the department submitting the item.

CONTACT: Kim Brown