

PARKING LOT AGREEMENT

THIS IS AN AGREEMENT, entered into on the ____ day of _____, 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 _____, 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:

Print Name

Print Name

(Corporate Seal)

CITY

CITY OF FORT LAUDERDALE

By: _____
JOHN P. "JACK" SEILER, Mayor

By: _____
LEE R. FELDMAN, City Manager

ATTEST:

JONDA K. JOSEPH, City Clerk

Approved as to form:

COLE COPERTINO
Assistant City Attorney

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By: _____
Patricia Good, Chair

Robert W. Runcie
Superintendent of Schools

Approved as to form and legal content:

Office of the General Counsel

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