

## Parking and Traffic Committee

Of the

Downtown Improvement Board

Tuesday, July 12, 2016

4:30 pm

### **AGENDA**

- 1.) Call to Order
- 2.) Recurring Agenda
  - a. The meeting was noted properly.
  - b. Consideration of the Agenda for the July 12, 2016 meeting.
  - c. Consideration of the minutes for the June 14, 2016 meeting.
- 3.) Public Presentations
- 4.) New Business
  - A. Plan to help finance future parking needs
  - B. Republic Parking's contract expiration
  - C. Recruiting additional committee members
- 5.) Ongoing Business
- 6.) Public Comment
- 7.) Adjournment

NOTE: The DIB Parking & Traffic Committee normally meets the second Tuesday of each month at 4:30 pm in the Public Meeting Room #1 on the first floor of the Bowden Building at 120 Church Street, Pensacola, Florida.

**Minutes from the  
Parking and Traffic Committee  
Tuesday, July 12, 2016  
4:30 p.m.**

1. Call To Order Chairman Bednar called the meeting to order at 4:35pm
2. Recurring Agenda:  
There was a motion and a second to accept the Agenda for the July 12, 2016 meeting. The motion passed unanimously.
3. Public Presentations
  - a. None
4. New Business
  - a. Strategic Plan to help finance future parking needs. The committee reviewed and discussed the bullet points of a June 17<sup>th</sup> Republic Parking memo that is intended to be integrated into a strategic plan. The Republic document is attached.
  - b. Republic Parking's contract expiration – Due to Republic's offer of coordinating free M3 smart meters and proposal to provide new License Plate Reader equipment, there was a motion and a second to extend the Republic Contract for 1-year. During that year, determine per the strategic plan how to best move forward.
  - c. Recruiting additional committee members – Mr. Kahn was invited to be a permanent committee member however he respectfully declined.
5. Continuing Business
  - a. Mr. Butlin let the committee know that he has reached agreement with the County regarding the Baylen/Intendencia Garage to allow the DIB to manage monthly parking on the roof. The County is drafting an Interlocal with the basic provisions.
6. Public Comment
  - a. none
7. Adjournment

NOTE: The DIB Parking & Traffic Committee normally meets the second Tuesday of each month at 4:30 p.m. in the Public Meeting Room #1 on the first floor of the Bowden Building at 120 Church Street, Pensacola, Florida

August 9, 2016

IPS/Republic partnership for M3 smart parking meters

Option A:

Commit to three years of operation and at the end of three years you would have to negotiate either an extension or be free to change equipment.

Option B:

Commit to five years and at the end of the term you own the meters.

Other Considerations:

There is a onetime flat fee of \$2,500 for the initial installation and set up.

IPS charges \$5.75 per meter per month

Includes unlimited communication from all meters to the host network

Includes access to the data management system

There is a \$.13 charge for each credit card purchase

IF we want to install in areas not currently serviced by meters likely cost is \$500 per unit for the meter housing, a pole and the installation.

The meters can be individually programmed for virtually everything. The programming is done remotely and whenever a meter "calls in" its programming is updated. Meters call in for each credit card transaction and if there haven't been any credit card transactions, there is a default call in once every 24 hours. If a meter breaks down, the replacement meter will call in and assume the previous programming.

There is a feature whereby the data management system can tally up the amount of money being removed from each meter as an audit check function.

These meters are capable of pay by phone; there are additional layers of cost associated with this feature.

Battery life is 1 to 2 years. Each battery pack is \$29.00

On average, Cities have realized a 20% increase in parking revenue with upgraded meters and payment options. Jacksonville experiences about 20% Credit Card volume while W. Palm Beach experiences as much as 70% Credit Card Volume.



**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**INTERLOCAL AGREEMENT BETWEEN THE ESCAMBIA COUNTY BOARD  
OF COUNTY COMMISSIONERS AND THE PENSACOLA DOWNTOWN  
IMPROVEMENT BOARD**

**THIS AGREEMENT** is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 and the Pensacola Downtown Improvement Board of Pensacola, Florida, a public body corporate and politic of the State of Florida (hereinafter referred to as the "DIB"), with administrative offices at 226 South Palafox Street, Suite 106, Pensacola, Florida 32502 (each being at times referred to as a "party" or "parties").

**WITNESSETH:**

**WHEREAS**, the parties have legal authority to perform certain public works within their respective jurisdictions; and

**WHEREAS**, the parties are authorized by §163.01, Florida Statutes, to enter into Interlocal agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

**WHEREAS**, the DIB was created through an act of the Legislature of the State of Florida for the purpose of correcting blight, preserving and enhancing property values, encouraging and facilitating economic development, attracting and retaining commercial and residential development, beautifying downtown Pensacola, and marketing and promoting downtown Pensacola to attract more customers, clients, residents, and other users of downtown Pensacola; and

**WHEREAS**, on or about April 3, 2014, the parties previously entered into an Interlocal Agreement wherein the DIB assumed responsibility for the management and operation of County parking facilities located in downtown area; and

**WHEREAS**, the parties have agreed to revise their respective responsibilities as it relates to the management and operation of said County parking facilities; and

**WHEREAS**, as a result, the parties now jointly find it advantageous and appropriate to enter into this Agreement to establish the terms relating to the management and operation of said County parking facilities as provided herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the receipt of sufficiency of which is hereby acknowledged, the parties agree as follows:

**Article 1**  
**Purpose**

1.1 The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

1.2 This Agreement hereby establishes the terms relating to the management and operation of County parking facilities as provided herein.

1.3 This Agreement is intended to supersede in its entirety the prior Interlocal Agreement between the County and the DIB, dated April 3, 2014, relating to the management and operation of County parking facilities.

## **Article 2** **Responsibilities of Parties**

2.1 Facilities. The County parking facilities that are the subject of this agreement shall be the Intendencia Street Parking Garage located on the corner of Baylen Street and Intendencia Street (hereinafter the "*Intendencia Garage*") and the Judicial Center Parking Garage located on the corner of Baylen Street and Main Street (hereinafter the "*Judicial Garage*"). For the purpose of this Agreement, said facilities may be referred to collectively as the "*Parking Facilities*".

2.2 County. Upon the effective date of this Agreement, the County shall assume authority and responsibility for the maintenance, repair, and daily operating costs of the County *Parking Facilities* subject to the following terms and conditions:

A. Maintenance. The County shall be responsible for the cleaning and maintenance of the County *Parking Facilities*.

B. Utilities. The County shall be responsible for the payment of all utilities associated with the operation, maintenance and repair of the County *Parking Facilities*.

C. Security Cameras. The County shall be responsible for the maintenance, repair, and operation of any security cameras in the County *Parking Facilities*.

D. Signage. The County shall have the authority and responsibility to select, site, and install parking directional, informational, branding, promotional, and way finding signage in the County *Parking Facilities*.

E. Planning and Procedures. The County shall have the authority and responsibility for all parking planning, modification and implementation, including parking and loading configurations, parking times and schedules.

F. ADA Compliance. The County shall be responsible for providing accessible parking facilities for disabled citizens as required by the Americans with Disabilities Act (ADA) and Chapter 11 of the Florida Building Code. Any changes undertaken to reconfigure existing handicapped parking placement or any other modifications to the *Parking Facilities* shall comply with all applicable governmental regulations and the Federal Accessibility Board Guidelines relating to the ADA.

G. Property Casualty Insurance. The County shall maintain property casualty insurance for the *Parking Facilities* at its sole expense, which may be self-insured at the sole discretion of the County. In the event said *Parking Facilities* may be damaged by fire, casualty or natural disaster and such damage renders the facilities totally or partially

destroyed or substantially untenable, the County reserves the right in its sole discretion to repair the *Parking Facilities* or terminate this Agreement.

2.3 DIB. Upon the effective date of this Agreement, the DIB shall assume authority and responsibility for the management of the *Parking Facilities* as follows:

A. Parking Enforcement. As permitted by state law, the DIB shall have authority and responsibility to provide personnel that meet all state statutory and County Code requirements for the provision of parking enforcement duties in the *Intendencia Garage* from 7:00 a.m. until 5:30 p.m., Monday through Friday, except on designated holidays. Said parking enforcement shall include, but not be limited to, loading zone violations, taxi zone violations, unpermitted parking violations, and handicapped parking violations. Parking violation rates shall be determined by the DIB subject to approval by the County. The DIB may not permit third parties to utilize the *Intendencia Garage* except as specifically provided in this agreement.

Unless otherwise specified herein, all costs incurred by the DIB in connection with the performance of Parking Enforcement pursuant Section 2.3 of this Agreement shall be borne by the DIB.

B. Special Event Parking. The DIB shall have authority and responsibility for the management and operation of the *Parking Facilities* for special events occurring from 5:30 p.m. until 6:00 a.m., Monday through Friday, and on weekends. Special event parking rates shall be determined by the DIB subject to approval by the County. The DIB may not lease parking spaces to third parties or otherwise permit third parties to utilize the *Parking Facilities* except as specifically provided in this agreement.

The DIB shall pay a minimum fee of \$50.00 for each parking facility (*Intendencia Garage* and *Judicial Garage*) per special event, and the County and DIB shall share on an equal basis (50/50) any gross revenue collected in excess of \$50.00 for each parking facility per event for special event parking. Gross revenue for special event parking shall not include any applicable taxes or fees assessed by governmental entities.

The DIB shall be responsible for providing parking attendants and security during such special events and all post-special event clean-up. Unless otherwise specified herein, all costs incurred by the DIB in connection with the management and operation of the *Parking Facilities* for special events per Section 2.3 of this agreement shall be borne by the DIB.

C. Reserved Parking. The DIB shall have authority and responsibility for the management and operation of all reserved parking on the fifth floor of the *Intendencia Garage*. Any form of agreement for the use of reserved parking spaces shall be subject to approval by the County and must be terminable with no more than thirty (30) days' notice. Access to reserved parking on the fifth floor of the *Intendencia Garage* shall be permitted from 6:00 a.m. until 11:00 p.m., Monday through Friday. The DIB shall be responsible for opening and closing the access gate at 6:00 a.m. and 11:00 p.m., Monday through Friday. The DIB shall provide to County a current list of individuals with access to reserved parking, to include the following information: name, telephone number(s), vehicle make/model, and tag number.

Rates for the use of reserved parking spaces shall be determined by the DIB subject to approval by the County. The DIB shall remit to County a fee of 60% of all gross revenue collected for reserved parking. Gross revenue for reserved parking shall not include any applicable taxes or fees assessed by governmental entities.

Upon request, the County shall furnish to the DIB an elevator access card for each reserved parking space at a cost of \$10.00 each. Unless otherwise specified herein, all costs incurred by the DIB in connection with the management and operation of all reserved parking on the fifth floor of the *Intendencia Garage* per Section 2.3 of this Agreement shall be borne by the DIB.

D. Payments. The DIB shall remit payments to the County on a monthly basis for the County's share of all reserved and special event parking revenues attributable to the *Parking Facilities* and the cost of any requested elevator access cards. Payments to the County will be due on the 10th day of the month after the month of collection.

E. Accounting and Reporting. The DIB shall maintain a separate account for all gross revenues collected pursuant to this Agreement. Said funds shall not be commingled with any other DIB funds. All parking revenues collected pursuant to this Agreement shall be deposited into said account and reported to the County on a monthly basis along with the monthly payment of the County's gross revenue share as provided above. However, there will be no restrictions on how the DIB uses said funds to accomplish the mission of the DIB under Laws of Florida, Chapter 72-655.

For the purpose of this Agreement, *gross revenues* shall mean gross receipts including, but not limited to, reserved parking space revenues, special event parking revenues, parking enforcement revenues, penalties and interest for late payment of parking enforcement citations, interest earned on the account, and any other revenue derived from or otherwise attributable to the *Parking Facilities*. Gross revenue shall not include any applicable taxes or fees assessed by governmental entities.

F. ADA Compliance. The parties recognize and agree that certain special events must provide accessible parking for disabled citizens. The DIB shall be responsible for providing access to such parking as required by the Americans with Disabilities Act (ADA).

G. Parking Placards. The DIB shall be responsible for providing employee parking placards to the County. County employees displaying a current placard shall be permitted to access the County *Parking Facilities* at any time. The DIB shall also be responsible for providing reserved parking space placards that will permit any vehicle displaying such placard access to reserved parking on the fifth floor of the *Intendencia Garage*.

H. Loss Control and Safety. The DIB shall retain control over its employees, agents, subcontractors, and invitees and its activities on and about the subject County *Parking Facilities*, and to that end, the DIB shall not be deemed an agent of the County. The DIB shall exercise precaution at all times for the protection of all persons, including its employees, agents, subcontractors and invitees on and about the *Parking Facilities*. Further, the DIB shall take prompt action where loss control/safety measures would be reasonably expected. The County shall not assume any responsibility for damage to persons or property arising directly out of the DIB's management and operation of the



County *Parking Facilities* and shall not be responsible for loss or damage to any vehicle or its contents.

I. Insurance. During the term of this Agreement, the DIB shall maintain the following insurance coverage at its sole expense:

(1) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(2) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(3) Excess or Umbrella Liability coverage.

(4) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

All liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days' notice of cancellation.

The DIB's required coverage shall be considered primary as it relates to all provisions of the Agreement and any other insurance considered excess, over and above the DIB's coverage

2.4 Effective Date. This Agreement shall become effective when filed in the Office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for such filing.

### **Article 3** **General Provisions**

3.1 Term and Termination: The term of this agreement shall be for five (5) years beginning on the effective date as provided herein. The Agreement may be extended for an additional five (5) year period upon mutual agreement of the parties. This Agreement may be terminated at any time upon mutual agreement of the parties. This Agreement may be terminated by either party for cause or convenience upon 30 days written notice by the terminating party to the other party of such termination.

3.2 Records: The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

3.3 Assignment: This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.

3.4 All Prior Agreements Superseded:

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements whether oral or written.

(b) It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

3.5 Headings: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

3.6 Survival: All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

3.7 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue, for any matter, which is the subject of this Agreement shall be in the County of Escambia.

3.8 Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the DIB discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the DIB shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

3.9 Severability: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and

the balance hereof shall be construed as if this Agreement did not contain such invalid or unenforceable portion of provision.

3.10 Further Documents: The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

3.11 No Waiver: The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

3.12 Notices: All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

**TO THE COUNTY-**

County Administrator  
221 Palafox Place  
Post Office Box 1591  
Pensacola, FL 32597

**TO THE DIB-**

Executive Director  
226 South Palafox Street  
Suite 106  
Pensacola, FL 32502

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

3.13 Liability: The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The County and DIB, as public agencies of the State of Florida as defined in §768.28, Florida Statutes, agree to be fully responsible for their individual negligent acts or omissions or tortious acts which result in claims or suits against the other party and agree to be fully liable for any damages caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity and nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

**[SIGNATURE PAGE TO FOLLOW]**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates, under each signature.

**COUNTY:**

**ESCAMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: \_\_\_\_\_  
Grover C. Robinson, IV, Chairman

Date: \_\_\_\_\_

BCC APPROVED: \_\_\_\_\_

ATTEST: Pam Childers  
Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk

(SEAL)

**Pensacola Downtown Improvement Board**, a public body corporate and politic of the State of Florida:

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness