

Introduced by: Council Member Christine Hoffman

Adopted: February 17, 2020

RESOLUTION NO. 2050-2020

A RESOLUTION OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AMENDING RESOLUTION NO. 1987-2017 TO AUTHORIZE AMENDMENT OF THE AGREEMENT FOR PARKING MANAGEMENT SERVICES FOR CERTAIN CITY PARKING LOTS WITH SP PLUS CORPORATION TO EXTEND THE AGREEMENT ONE YEAR, TO GRANT SP PLUS MANAGEMENT RESPONSIBILITY AND AUTHORITY TO COLLECT PARKING CITATIONS AND TO ESTABLISH CHARGES AND FEES FOR CITATIONS AND VIOLATIONS, TO ESTABLISH THE COSTS AND FEES SHARE ARRANGEMENTS, AND TO SET PARKING FEES AND CITATION CHARGES; PROVIDING FOR RENEWAL AND AMENDMENT; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT ACTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, in 2019, the City of Jacksonville Beach (“City”) established a Paid Parking Program at four City parking lots (“parking lots”) as was authorized by Resolution No. 1987-2017; and

WHEREAS, in March of 2019, the City and SP PLUS Corporation (“SP PLUS”) entered into a Parking Management Services Agreement for SP PLUS to provide parking facility management services and create the paid parking program for an initial services period from March 15, 2019 through October 27, 2019, at the parking lots (“Services Agreement”); and

WHEREAS, City staff evaluated the paid parking program and SP PLUS’s performance under the Services Agreement, and staff has advised and recommended to City Council that the City continue the paid parking program and amend and extend the Services Agreement with SP PLUS; and

WHEREAS, City Council deems it beneficial and in the best interests of the City to continue this affordable, and to date successful, paid parking program that generates public revenue to be used to benefit the City’s residents, communities and businesses, and also fund some City operations; and

WHEREAS, City Council approves and authorizes execution of a First Amendment to the Services Agreement that (1) extends the term for an additional/second services period from March 13, 2020 through November 1, 2020, (2) grants authority to SP PLUS to collect parking citations on the City’s behalf and send past due parking citations to a collection agency, (3) establish and identify the cost share arrangements for citations collections and allow SP PLUS to charge an administrative fee for these collection services, and (4) to set the regular residential parking per day rate at five dollars (\$5.00) or twelve dollars (\$12.00) on holidays/special events (“First Amendment”); and

WHEREAS, the specifics and particulars of these authorized amendments are more explicitly described and provided in the First Amendment attached to this Resolution; and

WHEREAS, City Council further directs staff to prepare and submit to Council an Ordinance that will revise the City Code of Ordinances Chapter 31 - Traffic and Motor Vehicles; Article III – Stopping, Standing and Parking; Division. 3 – Parking Regulations, and any Sections necessary to codify the elements of and objectives of the paid parking program and the Services Agreement as amended.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, THAT:

SECTION 1. The foregoing recitals are hereby incorporated as the legislative intent of this Resolution.

SECTION 2. The First Amendment attached to this Resolution, when fully executed, shall (1) operate to extend the term of the Services Agreement for an additional/second services period from March 13, 2020 through November 1, 2020, (2) grant authority to SP PLUS to collect parking citations on the City’s behalf and send past due parking citations to a collection agency, (3) establish and identify the cost share arrangements for citations collections and allow SP PLUS to charge an administrative fee for these collection services, and (4) set the regular residential parking per day rate at five dollars (\$5.00) or twelve dollars (\$12.00) on holidays/special events.

SECTION 3. City staff is directed to prepare and submit to Council an Ordinance that will revise the City Code of Ordinances Chapter 31 - Traffic and Motor Vehicles; Article III – Stopping, Standing and Parking; Division. 3 – Parking Regulations, and any Sections necessary to codify the elements of and objectives of the paid parking program and the Services Agreement as amended.

SECTION 4. Extensions, renewal or amendments to the Services Agreement as amended shall be made and approved by the City Council at its discretion and as it deems appropriate and necessary for the benefit of and in the best interests of the City.

SECTION 5. Parking Fee rates and associated charges are hereby established as follows:

Less than 2 hours	\$3.00
Over 2 hours	Additional \$1.00 per hour up to max parking rate
Max Parking Rate	\$7.00 All day parking
Holiday/Special Event Rate	\$12.00
Contractor Administrative Fee for Violation Collections	\$10.00

SECTION 6. Residents of the City of Jacksonville Beach may park at no charge in the City's paid parking lots by registering their vehicles in the Residential Parking Program. Residents' vehicles must be registered through Florida Department of Highway Safety and Motor Vehicles to an address within the Jacksonville Beach municipal boundaries.

SECTION 7. Parking Fee rates and associated charges provided as part of this Resolution the paid parking program and the Services Agreement, may be amended from time to time, as deemed appropriate by the City Council.

SECTION 8. Repeal of Prior Inconsistent Acts. All ordinances, resolutions, official determinations or parts thereof previously adopted or entered by the City and in conflict with this Resolution are repealed to the extent of conflict or inconsistency herewith.

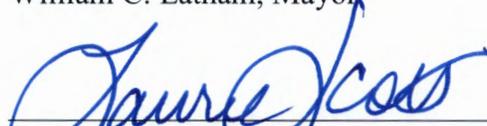
SECTION 9. Severability. If any section, subsection, sentence, clause, phrase, word, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereto.

SECTION 10. Effective Date. This Resolution shall become effective immediately upon its adoption.

AUTHENTICATED this 17th day of February, 2020.



William C. Latham, Mayor



Laurie Scott, City Clerk

**FIRST AMENDMENT TO AGREEMENT FOR PARKING MANAGEMENT SERVICES
FOR THE CITY OF JACKSONVILLE BEACH, FL**

THIS FIRST AMENDMENT (“First Amendment”) is made and entered into this ____ day of _____, 2020, by and between the City of Jacksonville Beach, a municipal corporation organized and existing under the laws of the State of Florida, 11 N. Third Street, Jacksonville Beach, FL 32250 (“CITY”), and SP PLUS Corporation, 200 East Randolph Street, Suite 7700, Chicago, IL 60601 (“CONTRACTOR or SP PLUS”), to amend the Parking Management Services Agreement effective on March 15, 2019, (“Services Agreement”), for parking facility management services at designated CITY parking facilities.

WHEREAS, the CITY and SP PLUS entered into the Services Agreement for SP PLUS to provide parking facility management services for an initial services period from March 15, 2019 through October 27, 2019; and

WHEREAS, the Services Agreement established a second services period from March 13, 2020 through November 1, 2020, and a third services period from March 12, 2021 through October 31, 2021; and

WHEREAS, the Services Agreement provided that it would be effective for the 2019 summer season and may be extended by the CITY for up to three (3) one year periods to continue in effect through 2022; and

WHEREAS, the parties agreed in Section 17 of the Services Agreement that it may be amended in writing by the parties; and

WHEREAS, the CITY and SP PLUS desire to amend the Services Agreement to (a) grant authority to SP PLUS to collect parking citations on the CITY’s behalf and send past due parking citations to a collection agency, (b) identify the cost share arrangements for citations collections and allow SP PLUS to charge an administrative fee for these collection services, (c) to set the regular residential parking per day rate at five dollars (\$5.00) or twelve dollars (\$12.00) on holidays/special events, and (d) provide a vehicle registration process for CITY residents to park for free at the CITY lots.

NOW THEREFORE, IN CONSIDERATION of the mutual promises and consideration contained herein, the CITY and SP PLUS agree to extend the term of the Services Agreement for a one year period for the second services period March 13, 2020 through November 1, 2020, and to amend Section 6 of the Services Agreement and Attachments A and B as follows:

6. PAYMENTS AND TERMS

A. The CITY shall have no upfront or ongoing expenses associated with the CONTRACTOR’s provision of parking facility management services. The CONTRACTOR shall collect a fee according to the fee schedule listed in **Attachment A** per vehicle for every vehicle entering to park at any of the four parking lots, except that the CITY reserves the right to designate specific parking spaces or a specified number of spaces to be set aside for the CITY’s use at certain dates and times. For those vehicles, no fee shall be charged. The CITY shall notify the CONTRACTOR in advance of the dates and times in which the CITY shall exercise this right. Furthermore, the CONTRACTOR

shall permit City of Jacksonville Beach residents to park in lots at any time at no cost to the resident; in such cases, the CITY shall be responsible for reimbursing the CONTRACTOR for the CONTRACTOR's portion of the residential parking fee as listed in **Attachment A**. The CITY will develop an identification process for City of Jacksonville Beach residents as listed in **Attachment B**. Residents of the City of Jacksonville Beach may park at no charge in the paid parking lots by registering their vehicles in the Residential Parking Program. Residents' vehicles must be registered through Florida Department of Highway Safety and Motor Vehicles to an address within the Jacksonville Beach municipal boundaries in order to qualify for this program.

B. The CONTRACTOR agrees to divide all parking revenues (except resident and violation revenues) collected from the four lots, net of sales tax, credit card fees, at a rate of **forty percent (40%) to the CONTRACTOR and sixty percent (60%) to the CITY**. The CONTRACTOR shall be responsible for paying all of its operating expenses out of its forty percent (40%). If revenues during any month are exceeded by the total of sales tax, credit card fees, and parking fees not paid by City of Jacksonville Beach residents, resulting in a deficit, CITY agrees to pay CONTRACTOR the deficit in accordance with the Florida Prompt Payment Act after receipt of CONTRACTOR's supporting documentation required in Subsection D below.

C. In the event the configuration of spaces or accessibility to the four CITY lots changes or decreases during the span of this contract, the CITY and CONTRACTOR can amend this agreement through mutually agreed upon terms and conditions for the remaining term of the contract. Amendments shall be written in **Attachment C**.

D. The CONTRACTOR shall remit to the CITY the CITY'S portion of revenues collected. The payment coverage periods shall be monthly, and payments from the CONTRACTOR shall be remitted to the CITY by the fifteenth of the month following (e.g. June 15 for May, July 15 for June, August 15 for July, September 15 for August, October 15 for September, and November 15 for October. Supporting documentation showing the number of tickets sold by day and lot shall be remitted along with the payment.

6.1. CITATION/VIOLATION MANAGEMENT

The CITY grants the CONTRACTOR the authority to collect parking citations on the CITY's behalf. The CONTRACTOR will be responsible for managing and tracking all violations and warnings issued. CONTRACTOR shall provide reporting information to the CITY on a monthly basis. The maximum violation issued shall be the sum of:

- CITY parking violation fee in accordance with City Ordinance Sec. 31-74.
- CONTRACTOR administrative fee according to **Attachment A** to this Amendment.
- Parking fee according to **Attachment A** to this Amendment.

The CONTRACTOR agrees to divide all violation revenues collected from the four lots based on the following example:

\$25.00 per violation remitted to the CITY.

\$10.00 per violation remitted to CONTRACTOR.

\$7.00 Parking fee remitted to CONTRACTOR.

If the CONTRACTOR waives or reduces the violation, the CONTRACTOR agrees to reimburse the CITY for the CITY portion of the citation (\$25.00) unless the entire violation is voided. In which case, no funds would be due the CITY or the CONTRACTOR. A separate list identifying the waived/reduced violations and the reason for the waiver/reduction should be submitted to the CITY on a monthly basis.

The CONTRACTOR agrees to send a "reminder notice" to customers on the 31st day of the unpaid violation. If the violation is not paid within 30 days of the reminder notice, then the violation shall be submitted to a collection agency for collection efforts. The CONTRACTOR agrees to divide all violation revenues from the four lots requiring collection efforts, sixty percent (60%) to CITY and forty percent (40%) to the CONTRACTOR net of the collection agency fee as described in **Attachment A**.

Except as set forth in the Amendments herein, in all other respects the Services Agreement and all terms, conditions and provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the CITY and SP PLUS have caused this First Amendment to be executed by its duly authorized representative with authority to bind the respective agency.

CITY OF JACKSONVILLE BEACH:

ATTEST:

Sign: _____

Name: Laurie Scott

Title: City Clerk

Date: _____

Sign: _____

Name: William C. Latham

Title: Mayor

Date: _____

Sign: _____

Name: Michael J. Staffopoulos

Title: City Manager

Date: _____

SP PLUS Corporation:

Sign: _____

Print: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2020, by _____ (name of person acknowledging), who is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC:

Sign: _____

Print: _____

My Commission Expires:

Attachment A

Parking Fee Schedule proposed by the CONTRACTOR and CITY to allow discounted short-term parking and to promote customer use turnover for local businesses.

Less than 2 hours \$3.00.
 Over 2 hours Additional \$1.00 per hour up to the max parking rate.
 Max Parking Rate \$7.00 All day parking.

Holiday / Special Events Rate

All Day Rate \$12.00.

(Holiday / Special Events Days to be determined by CITY Staff.)

Resident Fee

Although residents park for free with proper registration, the CITY agrees to reimburse the CONTRACTOR for the CONTRACTOR’s portion of the parking fee as follows:

- \$5.00 (average revenue collected per paid vehicle) minus sales tax (7%) times forty percent (40%). And \$12.00 minus sales tax (7%) times forty percent (40%) on holidays/special events as identified by the CITY.

Violation Collection

The maximum violation issued shall be \$42.00 on regular parking days or \$47.00 on scheduled Holiday / Special Events Days itemized as follows:

- \$3.00-\$12.00 parking fee according to parking fee schedule listed above.
- \$25.00 CITY parking violation in accordance with City Ordinance Sec. 31-74.
- \$10.00 CONTRACTOR administrative fee (subject to change annually at renewal).

Parking Fee	\$3.00	\$4.00	\$5.00	\$6.00	\$7.00	\$12.00
CITY Parking Violation Fee	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
CONTRACTOR Administrative Fee	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
TOTAL VIOLATION	\$38.00	\$39.00	\$40.00	\$41.00	\$42.00	\$47.00

Violation Distribution

CONTRACTOR agrees to divide all violation revenue collected from the four lots as follows:

- 100% City parking violation fee remitted to the CITY.
- 100% CONTRACTOR administrative fee and parking fee remitted to the CONTRACTOR.

Third Party Collection Efforts

The collection agency fee shall be 38% of the violation amount collected as per CONTRACTOR negotiations. The remaining funds collected shall be divided forty percent (40%) to CONTRACTOR and sixty percent (60%) to CITY as follows:

38% of violation retained by Collection Agency	\$14.44	\$14.82	\$15.20	\$15.58	\$15.96	\$17.86
Remaining 40% disbursed to CONTRACTOR	\$9.42	\$9.67	\$9.92	\$10.17	\$10.42	\$11.66
Remaining 60% disbursed to CITY	\$14.14	\$14.51	\$14.88	\$15.25	\$15.62	\$17.48
TOTAL VIOLATION COLLECTION	\$38.00	\$39.00	\$40.00	\$41.00	\$42.00	\$47.00

Attachment B

Residential Parking Program, refer to Section 6 (A) Payments and Terms. The CONTRACTOR's proposal to the City of Jacksonville Beach is to establish a residential parking registry database. This database would allow residents to park for free after annually registering their vehicle with the city. This database will ensure proper billing and tracking the number of spaces utilized by residents. This database will be maintained by the Parking Enforcement Coordinator and residents must register through the Police Department Annually.

Residents of the City of Jacksonville Beach may park at no charge in the City's paid parking lots by registering their vehicles in the Residential Parking Program. Residents' vehicles must be registered through Florida Department of Highway Safety and Motor Vehicles to an address within the Jacksonville Beach municipal boundaries.

In order to qualify for this free parking benefit, residents must submit a request either in person or on-line. In-person requests are received at the Jacksonville Beach Police Department (Monday through Friday, between 8:00 A.M. and 5:00 P.M.) or at Utility Billing in City Hall (Monday through Friday, between 8:00 A.M. and 5:00 P.M.). Online requests are available at www.jacksonvillebeach.org by searching, "Residential Parking Program."

The registration process could take up to 14 business days in order to verify license plate information and residency, and to input into the system. Once the registration process is complete, an e-mail confirmation will be sent. If the license plate is not registered to an address within the city limits, an email notification will be sent.

Residential Parking Program point of contact:

Dan Fox, Parking Enforcement Coordinator

Phone number: 904-247-4004

Email: dfox@jaxbchfl.net.