

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$23,550.00 within the 2020 General Fund and authorizing the Director of Finance and Purchasing to execute a fifteen-month sole source contract with CB 1211 McGee, LLC, of Kansas City, MO, for the continued rental of fifty parking spaces at the former Kansas City School District building, at an actual cost to the County in the amount of \$48,750.00.

RESOLUTION NO. 20382, March 2, 2020

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, pursuant to Resolution 17943, dated July 23, 2012, the County had previously entered into a month-to-month agreement with the Kansas City, Missouri School District (KCMSD) for 50 spaces of parking at the old school district headquarters building at 1211 McGee in Kansas City at a below market rate of \$42/space/month, to meet some of the County's supplemental parking needs; and,

WHEREAS, rental for parking at 1211 McGee was previously included in the County Executive's FY2020 budget in the amount of \$25,200; and,

WHEREAS, the 1211 McGee building and parking lot was subsequently sold by the KCMSD for redevelopment to CB 1211 McGee, LLC, of Kansas City, MO, an entity affiliated with Copaken-Brooks Realty; and,

WHEREAS, the previous County parking agreement with the KCMSD was honored by Copaken-Brooks until September 30, 2019; and,

WHEREAS, there is an extremely limited availability of alternative parking options within proximity of the Downtown Courthouse, thus making a sole source negotiated contract appropriate; and,

WHEREAS, a negotiated rate of \$65/space/month from October 1, 2019, until December 31 2020, has been tentatively agreed to and is being presented to the Legislature for consideration; and,

WHEREAS, after the expiration of the term of the contract on December 31, 2020, the County will have the option of extending the contract on a month-to-month basis through December 31, 2021; and,

WHEREAS, these fifty parking spaces will only be needed until the repairs to the Jackson County Downtown Courthouse are completed by the end of 2021; and,

WHEREAS, these parking spaces will allow current occupants of County Lot A to have parking proximate to the Courthouse, with all other parkers moved to the County-owned 14th Street garage; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer be made within the 2020 General Fund:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund Non-Departmental - County Improvement 001-5113	56790- Other Contractual Services	\$23,550	
County Improvement Fund DTCH Repairs & Improvements 013-1241	56121- Parking Expenses		\$23,550

and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing be and hereby is authorized to execute the attached Parking License Agreement with CB 1211 McGee, LLC; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the agreement, to the extent that sufficient appropriations to the using spending agency are contained in the then current Jackson County budget.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20382 of March 2, 2020, was duly passed on March 16, 2020 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 5

Nays 0

Abstaining 0

Absent 4

3-16-2020
Date


Mary Jo Spino, Clerk of Legislature

Funds sufficient for this transfer are available from the source indicated below.

ACCOUNT NUMBER: 001 5113 56790
ACCOUNT TITLE: General Fund
Non-Departmental - County Improvement
Other Contractual Services
NOT TO EXCEED: \$23,550.00

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide funding for future years is subject to annual appropriation for the obligation herein authorized.

ACCOUNT NUMBER: 001 1001 56121
ACCOUNT TITLE: General Fund

County Executive
Parking Expenses
NOT TO EXCEED: \$25,200.00

ACCOUNT NUMBER: 013 1241 56121
ACCOUNT TITLE: County Improvement Fund
DTCH Repairs and Improvements
Parking Expenses
NOT TO EXCEED: \$23,550.00

3/16/2020
Date


Chief Administrative Officer

PARKING LICENSE
Board of Education Garage

This Parking License (the "**Agreement**") is made as of the
McGee, LLC ("**Licensor**") and Jackson County, Missouri ("**Licensee**").

by and between CB 1211

RECITALS:

A. Licensor owns the multi-level parking garage that commonly known as the Board of Education Garage located at 1211 McGee Street in downtown Kansas City, Missouri (the "**Garage**").

B. Licensee desires Licensor to grant Licensee the non-exclusive right to use up to 50 non-reserved uncovered parking spaces during the "Permitted Parking Hours" (as defined in this Agreement) in accordance with the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of mutual covenants herein contained, the parties hereto agree as follows:

1. Definitions.

"**Registered Parker**" shall mean an authorized direct employee of Jackson County, Missouri.

"**Permitted Parking Hours**" shall mean the following permitted parking hours: 6:00 AM to 5:30 PM Monday through Friday only, no weekend or evening use is permitted.

"**Permitted Parking Area**" shall mean parking spaces designated by Licensor on the uncovered roof level of the Garage, as the same may be relocated from time to time by Licensor. The initial Permitted Parking Area is shown on the parking plan attached hereto as Exhibit A.

2. License. Licensor will cause parking operator to register Licensee's employees. Licensor may deactivate any registration in the event of Licensee or any Registered Parker breaches or fails to comply with any of the terms and conditions of this Agreement or any rules and regulations applicable to the Garage. The Registered Parkers shall have the non-exclusive right to park the permitted vehicles only within the Permitted Parking Area in accordance with and subject to the terms and conditions contained in this Agreement. Licensee shall comply and shall cause all Registered Parkers to comply with all rules and regulations from time to time promulgated by Licensor with respect to the operation and use of the Garage. If any vehicle parked within the Garage under this Agreement is not removed from the Garage by the end of the Permitted Parking Hours of any particular day, access for the Registered Parker associated with such vehicle may be suspended and the vehicle will be subject to a Parking Fine for exceeding the "Permitted Parking Hours."

3. Term. The term of this Agreement shall commence on October 1, 2019 and shall expire on December 31, 2020. Notwithstanding anything contained in this Agreement to the contrary, Licensor shall have the absolute right to terminate this Agreement at any time for any or no reason by delivering written notice to Licensee. If Licensor shall so elect, this Agreement shall terminate effective as of the date that is 30 days after the date of Licensor's termination notice. Upon the expiration of the term, if the Agreement has not been sooner terminated, the Agreement shall automatically continue thereafter from month to month until either party gives sixty (60) days' notice or until December 31, 2021.

4. License Fee. Licensee shall, throughout the term of this Agreement, pay to Licensor a monthly fee (the "**License Fee**") in accordance with the provisions of this Section 4. The License Fee shall be payable on the first day of each calendar month in advance without demand, set-off or deduction in an amount equal to \$3,250.00. The License Fee for the calendar months in which the term of this Agreement commences, expires or is terminated shall not be prorated. Licensee shall pay the License Fee to the parking operator, SP Plus or their successors, through automated ACH payment pursuant to instructions provided by parking operator, or by such other payment process and/or payment address that Licensor shall designate to Licensee in writing.

5. Rules & Regulations. Licensee shall comply and shall cause all Registered Parkers to comply with all rules and regulations from time to time reasonably promulgated by Licensor with respect to the operation and use of the Garage. Licensee, within 10 days after demand from Licensor, shall deliver to Licensor a complete listing of the names,

vehicle makes & models and license plate numbers of Registered Parkers, such list shall be periodically updated by Licensee within 10 days after demand by Licensor. The initial Parking Rules are shown on the Parking Lot Policy attached hereto as Exhibit B.

6. Default. If (a) the License Fee or any other charge payable hereunder shall be unpaid on the date payment is required by the terms hereof and such failure shall continue and not be remedied within 5 days after Licensor shall have delivered written notice of such failure to Licensee, (b) the aggregate of all Parking Fines assessed in any calendar month exceeds \$500.00, (c) Licensee or any Registered Parker fails to perform or comply with any of the other terms hereof and such failure shall continue and not be remedied within 10 days after Licensor shall have delivered Licensee written notice of such failure, or (d) Licensee or any Registered Parker shall breach or fail to perform any particular term or condition of this Agreement twice in any 12 month periods, then Licensee shall be in default under this Agreement and Licensor shall have the right, in addition to any other rights and remedies Licensor may have at law or in equity, to immediately terminate this Agreement by giving notice thereof to Licensee. If Licensor so elects to terminate this Agreement pursuant to this Section, this Agreement and Licensee's rights under this Agreement shall terminate as of the date of such notice.

7. Liability. Licensee and the Registered Parkers shall use the Garage at their own risk. Licensor and its agents, parking operator and employees shall not be liable for any injury, death, property damage, theft or disappearance occurring in, on or about the Garage or to Licensee, the Registered Parkers, or Licensee's or Registered Parkers' vehicles (or any vehicles parked in the Garage by Licensee or any Registered Parker) or anyone claiming by, through or under Licensee or the Registered Parkers. Licensor shall not be liable in any manner whatsoever to Licensee, the Registered Parkers or to any third party by reason of Licensor's act or failure to act in providing or maintaining security in the Garage. Licensee acknowledges that any security service provided in the Garage or is intended solely for the benefit of the Garage or and not for the benefit and protection of Licensee, the Registered Parkers or any third party or any of their respective personal property or vehicles.

8. Non-exclusive Right. Parking spaces in the Garage are over sold, based on expected use. Licensor shall have the right to limit or relocate Registered Parkers from time to time to accommodate area events.

9. Casualty Damage. If the Garage is damaged by a casualty which prevents all or some of the Registered Parkers from parking in the Garage, then the License Fee payable hereunder shall be equitably abated in accordance with the nature of such interference caused by such casualty until such interference shall cease. Further, if the Garage or is damaged by any casualty or other cause, Licensor shall have the absolute right to terminate this Agreement.

10. No Assignment. Licensee shall not assign this Agreement or its rights under this Agreement nor shall Licensee permit any person or party other than the Registered Parkers to park in the Garage.

11. Changes to Garage: Relocation. Licensor shall have the right to reduce, re-arrange and relocate the layout or location of the parking areas within the Garage from time to time, and shall have the right, by notice to Licensee, to relocate all or part of the Licensee's parking rights to other parking areas located within 3 blocks of the Garage. Upon such notice, the number of relocated Registered Parkers shall be automatically terminated with respect to the Garage and applicable to the other parking areas as described in Licensor's notice.

12. Miscellaneous. The term and provisions of this Agreement shall be governed by and construed under the laws of the State of Missouri. This Agreement represents the entire agreement of the parties hereto with respect to parking in the Garage and no change may be made hereto unless the same is made in writing and signed by the parties hereto. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CB 1211 McGee, LLC

By: _____
Name: _____
Title: _____

“LICENSOR”

Jackson County Missouri

By: _____
Name: _____
Title: _____

“LICENSEE”

LICENSEE’S Billing Address:

EXHIBIT A
LOCATION OF PARKING AREA

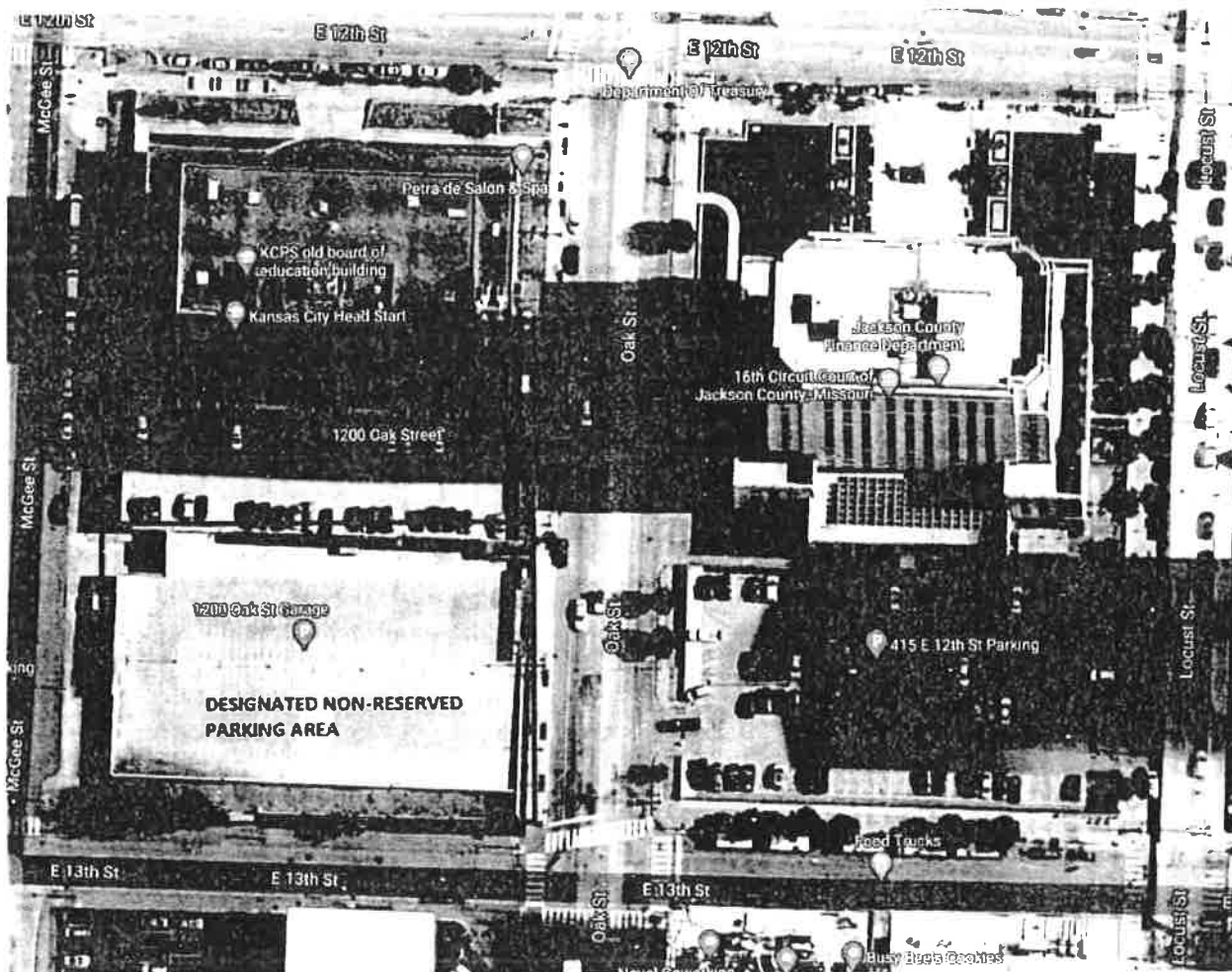
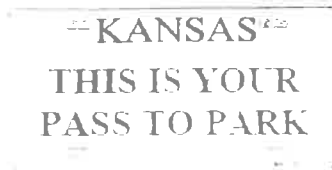
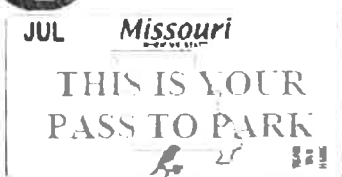


EXHIBIT B
PARKING LOT POLICY



INNOVATION OPERATION™



Surface Lot Parking and License Plate
Recognition

Welcome to automated parking offered by parking.com on behalf of SP+ Parking. We are thrilled to have you as customer and wanted to provide you a few key notes about License Plate Recognition (LPR), how we use it, your role as a customer and how we work together for the optimal parking experience.

Monthly paid parking is a convenience option as opposed to paying daily. The intent is for one parker (or a company with several parkers) to register their vehicles (up to two plates per paid stall) so that they do not have to pay daily at the kiosk or through an app.

Here are the general requirements:

- All surface lot parkers must be registered in our systems with a current license plate
- Registered parkers must report changes to their license plates at a minimum of 1 business day before parking on the lot.
 - All changes should be reported to: kclots@spplus.com
 - Please allow us an opportunity to respond that your plate has been updated before parking.
- Monthly parking is not to be used to accommodate transient (short term) staff, visitor, guest parking or other similar situations. If you need a special accommodation, please email our team for other paid options.
- Individual accounts should be paid by the 5th of each month to avoid late payment tickets.
- A written cancellation request is required to stop billing
 - All cancellations should be reported to: kclots@spplus.com
- **Your license plate is your "pass" for parking.**
- Please see your parking contract for terms and conditions. If you need another copy, please email our team kclots@spplus.com

SP Plus Corporation, 2405 Grand Blvd, Suite 1020, Kansas City, MO 64108
816-365-5845 jbesares@spplus.com