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www.broward.edu

BROWARD COLLEGE

Define yourself.

To: Members of the Board of Trustees

From: J. David Armstrong Jr., President

Date: October 27, 2009

Place: Regular Meeting of the Board of Trustees
Broward College
Boardroom 1208, Building 33, Willis Holcombe Center
111 East Las Olas Boulevard
Fort Lauderdale, FL

Subject: Agenda Item VII - H- Amendment to Ft. Lauderdale Parking Agreement

Brief Description:

This is an amendment to the parking agreement between Broward College and the City of Fort Lauderdale that provides Broward College the opportunity to lease an additional 94 parking spaces on the 6th floor of the garage from September 1, 2009 until April 30, 2010, due to increased enrollment at the WHC. We are currently paying \$168,480 annually for 234 spaces. The additional cost resulting from this amendment will be \$45,120. With the addition of these 94 spaces we will have a total of 328 parking spaces through the amendment period at an annual cost of \$213,600.

Benefit to BC:

This agreement better allows Broward College to serve the parking needs of students at the WHC.

Relationship to College Master Plan:

Convenient parking is essential if the WHC is to remain successful. If the WHC is to remain the vehicle of choice for educating those who live and work in the area, then parking has to be an important part in our master planning.

Board Agenda Approved: _____
Date: _____

Agenda Item VII-H
Enclosure _____

**BOARD OF TRUSTEES
AGENDA TRANSMITTAL SHEET**


To: J. David Armstrong, Jr., President
From: Dr. Lois Bolton, Provost
Subj: Amendment to Ft. Lauderdale Parking Agreement
Date: _____

Issue: This is an amendment to an agreement between Broward College and the City of Fort Lauderdale providing parking in the downtown parking garage.

Background/Analysis: The WHC has experienced significant enrollment growth this year and requires additional parking. The original agreement provides Broward College a total of 234 leased parking spaces in the city garage. This agreement will provide 94 additional spaces beginning September 1, 2009 until April 30th 2010 bringing the total spaces leased through the amendment period to 328.

Fiscal Impact: Through this amendment the City of Fort Lauderdale is providing these additional spaces to the College at the same cost of \$60 a parking space per month as the original agreement. The annual cost of the original agreement is \$168,480 and the additional annual cost due to this amendment will be \$45,120 bringing the total annual cost for downtown parking to \$213,600.


Initiating Official
John Thornton
Dean of Business Affairs


Dr. Lois Bolton
Provost Central Campus/WHC

Staff Position: Recommend Approval

THIS RECOMMENDED ACTION MEETS THE FOLLOWING ELEMENT(S) OF THE COLLEGE'S MISSION STATEMENT:

- | | | |
|--|-------------------------------------|--|
| <input type="checkbox"/> Providing high quality educational programs | <input checked="" type="checkbox"/> | Providing high quality services |
| <input checked="" type="checkbox"/> Providing for affordability to a diverse community of learners | <input checked="" type="checkbox"/> | Providing for accessibility to a diverse community of learners |
| <input type="checkbox"/> Commitment to student achievement | <input type="checkbox"/> | Commitment to lifelong learning |
| <input type="checkbox"/> Commitment to academic excellence | <input type="checkbox"/> | Providing use of current technology |

BRIEFLY DESCRIBE HOW THIS RECOMMENDATION ACHIEVES THE ABOVE ELEMENT(S) IN THE COLLEGE'S MISSION STATEMENT:

This agreement provides adequate parking for students who attend the Willis Holcombe Downtown Center, allowing students who live or work in the downtown area to attend classes near their home or work location.

Minority Firm: Yes ___ No ___ N/A X Broward Firm: Yes ___ No ___ N/A X

FIRST AMENDMENT to 7th FLOOR PERMIT AGREEMENT

This is a First Amendment to Agreement, entered into this 27 day of OCTOBER, 2009, between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, hereinafter "CITY,"

and

FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES, a public body corporate of the State of Florida, hereinafter "FAU,"

and

BROWARD COLLEGE, a Political Subdivision of the State of Florida, hereinafter "BC."

WHEREAS, FAU, BC and CITY entered into a 7th Floor Parking Permit Agreement dated July 1, 2009 ("Agreement") to allow FAU and BC the use of certain parking spaces for their employees and students at the City Park Garage located at 150 SE 2nd Street, Fort Lauderdale ("Garage"); and

WHEREAS, due to an increased enrollment of students, BC has requested the use of an additional 94 parking spaces in the Garage; and

WHEREAS, CITY can accommodate the request of BC by the allocation of 94 additional parking spaces on the 6th floor of the Garage in areas designated as 6C and 6D; and

WHEREAS, FAU has no objection to the purchase of such additional parking spaces by BC.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and promises contained herein and other good and valuable consideration, the parties agree as follows:

1. The foregoing recitals are true and correct and are hereby incorporated into this First Amendment.

AGENDA ITEM VII-H

OCT 27 2009

ENCLOSURE _____

2. Paragraph 4, Subsection c, of the Agreement is hereby amended to add the following language to read as follows:

c. Upon the approval of the City's Director of Parking Services and in accordance with the City Parking Permit Policy, BC may purchase up to fifty-four (54) additional parking permits on a monthly basis, which would permit parking either on the 7th Floor or in the Permit Parking Areas of floors three through six of the City Parking Garage, and up to ninety-four (94) additional Parking Spaces on a monthly basis, effective September 1, 2009, *nunc pro tunc*, until April 30, 2010, which would permit parking on the 6th Floor of the City Parking Garage in areas designated as 6C and 6D. These fifty-four (54) additional permits and ninety-four (94) additional spaces shall be paid for by BC in advance on a monthly, not quarterly, basis. For enforcement reasons, BC student or faculty decals or hangtags will be honored as valid. The City reserves the right to reject or otherwise limit the purchase of these additional permits or a portion thereof, for any reasonable reason, and at the discretion of the City's Director of Parking Services. Upon payment by BC in accordance with this subsection, City shall make available for pick-up by BC prior to the beginning of said month the number of prenumbered permits purchased by BC. BC is fully responsible for distribution of permits to the proper permittees. BC acknowledges and understands that it is fully responsible for lost, stolen or misplaced permits.

3. Except as herein amended, the Agreement between the parties shall remain in full force and effect.

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

WITNESSES:

CITY OF FORT LAUDERDALE

Print Name

Print Name

Diana Alarcon
Director of Parking Services
(Section 26-161 of the Code of Ordinances)

Approved as to form:

Victoria F. Minard
Assistant City Attorney

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ENCLOSURE _____

First Amendment to 7th FLOOR PARKING PERMIT AGREEMENT between the City of Fort Lauderdale and Florida Atlantic University and Broward College.

WITNESSES:

FLORIDA ATLANTIC UNIVERSITY

Dennis Crudele, Chief Financial Officer

Print Name

Print Name

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by Dennis Crudele, as, Chief Financial Officer of FLORIDA ATLANTIC UNIVERSITY and its authorized representative, who is personally known to me or has produced (_____) as identification.

(SEAL)

Notary Public, State of Florida

Print Name

My Commission Expires:_____

AGENDA ITEM VII-H

OCT 27 2009

ENCLOSURE _____

First Amendment to 7th FLOOR PARKING PERMIT AGREEMENT between the City of Fort Lauderdale and Florida Atlantic University and Broward College.

WITNESSES:

BROWARD COLLEGE

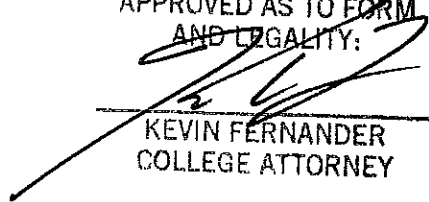
J. DAVID ARMSTRONG, JR., President

Print Name

Print Name

STATE OF FLORIDA)

COUNTY OF BROWARD)

APPROVED AS TO FORM AND LEGALITY:

KEVIN FERNANDER
COLLEGE ATTORNEY

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by J. David Armstrong, Jr., as President of BROWARD COLLEGE and its authorized representative, who is personally known to me or has produced (_____) as identification.

(SEAL)

Notary Public, State of Florida

Print Name

My Commission Expires: _____

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ENCLOSURE _____