

Meeting Date: January 27, 2015

Agenda Item 30

REQUESTED COMMISSION ACTION:

 Consent X Ordinance Resolution Consideration Workshop

SHORT TITLE OR MOTION: AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR PARKING MANAGEMENT SERVICES BETWEEN THE CITY OF POMPANO BEACH AND DENISON PARKING, INC.; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE. (COST \$396,785.16)

SUMMARY OF PURPOSE AND WHY:

This agreement defines terms and conditions for Denison Parking Inc. to manage the City's current and future metered parking spaces. The scope of services includes parking meter enforcement, citation management, and cash receipts collection/processing. Once the agreement is approved, there is a 90-day transition plan for Denison Parking Inc. to mobilize, resulting in a mid-April operational start date. The attached memo summarizes key elements identified in the agreement.

TABLED FROM 12/9/14 CITY COMMISSION MEETING.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Staff
- (2) Primary staff contact: Robert A. McCaughan, Public Works Director Ext 4097
- (3) Expiration of contract, if applicable: _____
- (4) Fiscal impact and source of funding: \$396,785.16 Account#: 472-4710-545-3160

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Public Works	11/25/14	APPROVE	<i>Robert A. McCaughan</i>
Finance	11/25/14	APPROVE	<i>R. Sibble</i>
City Attorney	12/1/14	APPROVE	<i>[Signature]</i>
Budget	12-1-14	APPROVE	<i>[Signature]</i>

- Advisory Board
- Development Services Director
- X City Manager

Denison Beard

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1st Reading <u>1/13/15</u>	1st Reading _____	Results: _____	Results: _____
<u>Approved As Amended</u>	_____	_____	_____
2nd Reading <u>1/27/15</u>	_____	_____	_____
_____	_____	_____	_____



Phone: (954) 786-4507

City of Pompano Beach
PUBLIC WORKS DEPARTMENT

Fax: (954) 786-4028

MEMORANDUM NO: 2015-016

DATE: December 1, 2014

TO: Dennis W. Beach, City Manager

FROM: Robert A. McCaughan, Public Works Director *RAM*

SUBJECT: Agreement for Parking Management Services with Denison Parking Inc. (Parking Manager)

Currently multiple city departments manage various aspects of the parking management operation which is not ideal from a cost or efficiency perspective. Finance manages the revenue and expenditures, BSO has enforcement and meter repair responsibilities, and Public Works provides parking meter support (purchasing, install, connectivity, maintenance, and signage).

The inventory of metered parking has grown and is expected to grow significantly in the near future. With this increased growth, additional management is necessary and staff's recommended solution is to hire a third-party Parking Operation Management firm. This solution will improve efficiency of the parking process and establishes a known, fixed cost to budget. Through the RFP process, Denison Parking Inc. was selected as the top ranked firm. Staff has now developed the attached contract for approval by City Commission which includes the following key terms and conditions:

Contract Term

An initial term of three (3) years with an option for one (1) additional term of two (2) years, for a possible total of five (5) years. Additional services and responsibilities may be added to this agreement as agreed upon by both parties.

Compensation

The Parking Manager shall submit a monthly billing for services rendered. Total annual operating expenses are \$396.8K which includes contractor's annual management fee of \$36K. The city has authorization to inspect and audit all data and records of the Parking Manager for all services rendered under the agreement.

Scope of Services

The parking management services provided encompass parking enforcement, collections, the management, and operation of all existing 1,355 parking spaces as well as option to include future spaces east of Federal Highway.

The Parking Manager will staff an office within the city limits to accept customer inquiries, acceptance and processing of payments, and issue late notices for overdue payment of citations etc. The Parking Manager will be responsible for administering the city's residential parking permit program and parking passes.

Parking Meter Enforcement

The Parking Manager is responsible for the patrol of and enforcement for single-space, multi-space meters and parking lots, to include issuing parking citations for all parking violations, in accordance with city ordinance. All Denison Parking, Inc. employees will wear identifiable badges and uniforms and all vehicles must have appropriate identifiable marks to indicate Parking Manager's affiliation with the City of Pompano Beach Parking Services. While conducting their parking enforcement duties these individuals will also serve as ambassadors for the city and assist visitors with guidance and information. For the enforcement operation, the Parking Manger plans to use four (4) full-time and four (4) part-time personnel, with established hours of 7am to 11pm. The agreement accommodates additional enforcement periods on an as-needed basis (i.e. special events) for a flat hourly rate of \$18.

The Parking Manager is only responsible for parking enforcement for metered spaces. BSO must still provide parking enforcement and issue citations for all other non-metered parking violations city-wide (e.g. illegal parking, double parked, parked in handicapped without placard, etc.).

Citation Management

The Parking Manager is required to process and maintain a database of all parking citations issued to include the generation of letters to violators including assessment of policy established late fees.

Cash Receipts Collection/processing

The Parking Manager is required to process and maintain a database of parking tickets issued, to record receivables and deferred revenue, and to include payment collection for all citations written. At its local office, the Parking Manager must collect/accept all parking revenue daily and facilitate payment via credit card process. The city will have inquiry access to all data.

Once the agreement is approved there will be a 90-day mobilization/transition period before contractor is on site and operational.

RAM;jp



City Attorney's Communication #2015-236
November 20, 2014

TO: Robert A. McCaughan, Public Works Director
FROM: Jill R. Mesojedec, FRP, Paralegal
VIA: Gordon B. Linn, City Attorney *GL*
RE: Ordinance – Parking Management Services

As requested in your memorandum dated November 17, 2014, Public Works Department Memorandum No. 2015-011, I have prepared and attached the following captioned ordinance:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR PARKING MANAGEMENT SERVICES BETWEEN THE CITY OF POMPANO BEACH AND DENISON PARKING, INC.; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Please feel free to contact me if I may be of further assistance.

Jill R. Mesojedec

JILL R. MESOJEDEC

/jrm
l:cor/pw/2015-236

Attachment

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR PARKING MANAGEMENT SERVICES BETWEEN THE CITY OF POMPANO BEACH AND DENISON PARKING, INC.; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and Denison Parking, Inc., a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 20__.

PASSED SECOND READING this _____ day of _____, 20__.

LAMAR FISHER, MAYOR

ATTEST:

MARY L. CHAMBERS, CITY CLERK

/jrm
11/20/14
L:ord/2015-108

AGREEMENT FOR PARKING MANAGEMENT SERVICES

THIS AGREEMENT is made by and between the **CITY OF POMPANO BEACH, FLORIDA**, a Florida municipal corporation, (the "City") and **DENISON PARKING, INC.**, (the "PARKING MANAGER").

WHEREAS, the City issued its Request for Proposals for Parking Management Services, No. T-43-14 (the "RFP") to solicit proposals to serve as the City's Parking Manager; and

WHEREAS, the Parking Manager responded to the RFP by submitting its proposal dated June 6, 2014 ("Proposal") which Proposal was selected by the City to be the best value; and

WHEREAS, it is the desire of the parties hereto to enter into an agreement whereby the Parking Manager will provide Parking Management services to encompass parking enforcement, collections and consulting services as it relates to the design and construction of the pier parking garage as might be requested by City under the terms and conditions set forth in this Agreement.

1. Entirety of Agreement. The entire and integrated agreement between City and Parking Manager related to the services to be provided shall consist of (1) this Base Agreement (items 1-25 herein), (2) Parking Manager's Revised Scope of Services as outlined at Attachment A (3) Parking Manager's detailed fee and rate structure Proposal included as Attachment B, (3) City's Request for Proposals, *Management of Parking Operations – T-43-14* (the "RFP"), included as Attachment C and (4) Parking Manager's Bid Response (the "Proposal"), included as Attachment D.

2. Parking Management Services. Parking Manager shall provide the services described in the RFP, the terms of which are incorporated by reference in its entirety, and the Proposal, the terms of which are incorporated by reference in its entirety (which services, as may be added or changed, are hereinafter referred to as the "Services"), as more defined at Attachment A. The City acknowledges that the Parking Manager shall use reasonable care in performing its obligations under this Agreement.

Parking Manager agrees that the City will not be charged an additional fee for expanding the meter enforcement zone east of US1 (Federal Highway). City understands that should the meter enforcement zone expand outside of this geographic boundary, whereby it requires additional enforcement personnel, Parking Manager and City may negotiate an additional fee, subject to approval by the City Commission.

Parking Manager agrees that whereby Parking Manager is responsible for establishing a system for over the counter or online processing of credit card transactions, which does not flow through the City's network, that Parking Manager will be responsible for compliance with all regulations governing merchant acceptance and processing of credit card transactions, inclusive of compliance with Payment Card Industry Data Security Standards.

Parking Manager agrees to provide for an annual review of the design and operating effectiveness of Parking Manager's system of internal controls to be performed annually, by a certified independent accountant, and to provide a copy of the report (Report on Controls at a Service Organization) to the City's Finance Director or designee. Such a report will be in accordance with the requirements of Statement on Standards for Attestation Engagements No. 16, as issued by the American Institute of Certified Public Accountants.

3. Additional or Revised Services. The parties acknowledge and agree that, in the event that the City elects to utilize any of the Parking Manager's services not set forth in the Proposal, or in the event

that the Parking Manager, in the normal course of its business, develops specific services agreement in the future for Parking Managing services requested by the City in addition to those covered by the RFP and Proposal, the Parking Manager will provide the specific services agreement, which shall be deemed to be an amendment to and subject to this Agreement, whether or not specifically stated in the service agreement, with such amendment subject to approval by the City Commission.

4. Compensation.

4.1 Parking Manager's detailed fee and rate structure is included as **Attachment B** and will be in effect for the entire period of this Agreement, inclusive of any mutually agreed upon renewal periods. The Parking Manager shall prepare a monthly billing for Services rendered. The billing will reflect the amount due for services performed by the Parking Manager. The Fees shall be the sole compensation paid to the Parking Manager in connection with the rendition of the Services and the performance of any and all of its other obligations hereunder.

4.2 City will pay the Parking Manager in accordance with the Local Government Prompt Payment Act, Section 217.70, et al., Florida Statutes, as amended, which also establishes a process and remedies for non-compliance. Invoices must be submitted to City of Pompano Beach Public Works Department, 1201 N.E. 5th Avenue, Pompano Beach, FL., 33060, Attention: Public Works Director. A copy of the invoice should also be forwarded to the City's Finance Department at 100 W. Atlantic Blvd., Pompano Beach, FL 33060, Room 480. Invoices shall show the nature of the service and dates of service.

4.3 No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by the Parking Manager, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve the Parking Manager of liability for the defective, faulty or incomplete rendition of the Services.

5. TERM. The term of the engagement under this Agreement shall commence on the last date executed by the later of the City and the Parking Manager and shall continue for a term of three (3) years. This Agreement may, by mutual agreement, be renewed for two additional one (1) year periods.

6. COMPLIANCE WITH LAWS. In the conduct of the Services under this Agreement, the Parking Manager in good faith shall comply in all material respects with all applicable federal and state laws and regulations and all applicable county and City ordinances and regulations, including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

7. INDEPENDENT CONTRACTOR. The Parking Manager shall be deemed an independent contractor for all purposes, and the employees of the Parking Manager or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Parking Manager, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

8. AUDIT AND INSPECTION OF RECORDS. The Parking Manager shall permit the authorized representatives of the City to inspect and audit all data and records of the Parking Manager specifically and directly related to the services rendered under or pursuant to this Agreement by the Parking Manager to the City, if any, relating to performance under the contract until the expiration of three years after contract termination.

The Parking Manager further agrees to require a subcontractor to agree that City or any of their duly authorized representatives shall, until the expiration of three years after contract termination, have access to and the right to examine any directly pertinent City books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

9. INSURANCE.

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The Parking Manager shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- b. Liability Insurance
 - 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
 - 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
GENERAL LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE / \$1,000,000 AGGREGATE		
* Policy to be written on a claims incurred basis		
XX comprehensive form		
XX premises - operations	bodily injury	
— explosion & collapse hazard		property damage
— underground hazard		
XX products/completed operations hazard	bodily injury and	
XX contractual insurance	property damage	
XX broad form property damage	combined	
XX independent contractors		
XX personal injury	personal injury	

Notwithstanding the foregoing, either party may terminate the Agreement for cause. A party shall be in default if a party fails to perform any of its obligations hereunder and such failure continues for a period of twenty (20) days after written notice as provided in Paragraph 12, below, from the non-defaulting party specifying the nature of the failure.

12. **NOTICE.** All written notices, demands and other communications required or provided for under this Agreement shall be sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or by electronic transmission producing a written record, or hand delivered to the Parking Manager or to the City, at the address below Agreement:

PARKING MANAGER:

Mark Pryor, VP of Business Development
36 S. Pennsylvania Street, Suite 200
Indianapolis, Indiana 46204

CITY:

Robert McCaughan, Public Works Director
1201 N.E. 5th Avenue
Pompano Beach, FL 33060

and

Suzette Sibble, Finance Director
100 W. Atlantic Blvd.
Pompano Beach, Florida 33060

13. **NON-DISCRIMINATION.** In performing under this Agreement, the Parking Manager shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

14. **ASSIGNMENT.** The Parking Manager shall not assign, sublet, convey or transfer its interest in this Agreement without notification to City, at which point City may elect to terminate its Agreement with Parking Manager should such assignment, sublet, conveyance or transfer of Parking Manager's interest not be acceptable to City. It is further agreed that said notice shall be given where feasible by Parking Manager not less than thirty (30) days prior to the date of any proposed assignment.

15. **FORCE MAJEURE.** Parking Manager shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Parking Manager. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

16. **CONFLICT OF INTEREST.** The Parking Manager represents that to its knowledge, no City employee is also an owner, corporate officer, or an employee of the Parking Manager. Parking Manager further acknowledges that if it comes to Parking Manager's attention that any City employee is an owner, corporate officer, of an employee, the Parking Manager will, as it may determine, file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

17. **PATENT FEES, ROYALTIES AND LICENSES.** Parking Manager agrees, as described herein, that if Parking Manager requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright in connection with the Services contemplated herein, the Parking Manager and its surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work. With respect to the services and/or technology ("Technology") provided to the City directly by the Parking Manager which is used by the City in an approved manner ("Approved Use"), the Parking Manager shall indemnify the City from and against any

and all losses resulting solely from a claim brought by a third party that specifically alleges any Approved Use of the Technology infringes on any third party copyright, trademark, service mark or trade secret. The foregoing states Parking Manager's entire obligation and liability with respect to infringement of third party intellectual property rights.

18. PUBLIC ENTITY CRIMES ACT. The Parking Manager represents, to the knowledge of the undersigned, that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that, to the knowledge of the undersigned, the Parking Manager has not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months from the date of submitting its Proposal for this Agreement or entering into this Agreement. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

19. GOVERNING LAW. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

20. SEVERABILITY. In the event that any term or provision of this shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

21. WAIVER. Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

22. HEADINGS. The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

23. PUBLIC RECORDS.

A. The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Parking Manager shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Parking Manager upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored

B. The failure of Parking Manager to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. MUTUAL COOPERATION. The City represents that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, Parking Manager agrees to act in good faith in all relations with City in its performance under this Agreement.

25. CONTROLLING PROVISIONS. Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the RFP and/or Proposal, the provisions shall be given precedence in the following order: (1) this Base Agreement (Items 1-25 herein); (2) Scope of Services at Attachment A; (3) Detailed Fee and Rate Structure at Attachment B; (3) the RFP; and (4) the Proposal.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper and appropriate officials on the day and year first above written.

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved As To Form:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2014 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by LAMAR FISHER as Mayor, DENNIS W. BEACH as City Manager, and MARY L. CHAMBERS as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"PARKING MANAGER"

DENISON PARKING, INC.

Witnesses:

Mark Bryan

Scott Stenell

By:

[Signature]
MARK PRATT

Print

Name:

Title:

PRESIDENT & CEO

Business License No. _____

STATE OF Indiana
COUNTY OF Marion

The foregoing instrument was acknowledged before me this 14 day of January, 2015, by Mark Pratt as President & CEO of DENISON PARKING, INC., an Indiana corporation on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF Indiana

Jeffrey S. Line
(Name of Acknowledger Typed, Printed or Stamped)

583332
Commission Number

jmm
12/12/14
L:agr/pw/2015-330

ATTACHMENT A

Parking Manager's revised scope of services

ATTACHMENT A
AGREEMENT FOR PARKING MANAGEMENT SERVICES
SCOPE OF SERVICES

Parking Manager shall provide the following services during the term of the Agreement:

Meter Enforcement

- a. Patrol of and enforcement for single-space, multi-space meters and parking lots, inclusive of issuance of parking citations for all parking violations, in accordance with City ordinance.
- b. Provide for all support vehicles, office and computer equipment as required to perform the day-to-day operations of the parking program. Parking Manager shall be responsible for any internet service connections fees, as a result of any remote access to the City's network and any associated maintenance costs.
- c. Provide for GPS tracking of enforcement vehicles and assigned personnel via cell phone.
- d. Coordinate the installation and maintenance of parking meters, pay stations and change machines and for the general maintenance of all City parking meter lots and on-street parking (sweeping, striping etc.).
- e. Provide price quotes for both purchase and lease options, at the City's discretion when new parking equipment is to be acquired by the City directly. Equipment type and installation shall be in accordance with standards issued by the City.
- f. Provide for the repair or replacement of all parking equipment and appurtenances within forty (48) hours or in accordance with City's contractual terms with equipment vendor.
- g. Coordinate selection of and pay for costs associated with the selection of ticket held devices (TIDs) and license plate recognition technology. The selection of such software or technology shall allow for import and export of data from/to the citation management database, as maintained and operated by Parking Manager.
- h. Monitoring, ordering and stocking of expendable products for meters (i.e. printer ink, printer paper, batteries etc.) and TIDs.
- i. Utilization of Enterprise Management System (EMS) Back Office Support System (BOSS) Software to re-program meters, as necessary.

- j. Manage and oversee the use of any third party programs (i.e. Passport Parking--pay-by-phone) by the City to support its parking activities.
- k. Provide boots for habitual parking enforcement violations in accordance with City policy, if program is implemented by the City.
- l. Provide for towing, as applicable.
- m. Coordinate the repair or needed maintenance of any field parking software systems with the City's designated vendor(s).
- n. Provide employees with identifiable badges and uniforms, as approved by the City. All vehicles shall have appropriate identifiable marks to indicate Parking Manager's affiliation with the City of Pompano Beach Parking Services, subject to City approval.
- o. Ensure enforcement personnel assigned to the contract are appropriately trained and possess all required certifications and/or licenses for issuing non-moving violations. Parking Manager shall be responsible to provide (at own expense) for pre-screening background checks for all personnel to be assigned to the City.
- p. Fielding customer inquiries and complaints related to the parking enforcement program.
- q. Provide annual reporting (within 90 days of City's fiscal year end) to the City describing the current state of parking enforcement activity. The report shall, at a minimum, indicate no. of citations issued for the previous fiscal year (October 1st through September 30th), number of enforcement personnel writing citations, number of citations issued per staff member writing citations and any recommendations for improvements to operations detailing any associated costs. A copy of citation database generated report shall be provided as part of the package, which shall reconcile to no. of citations indicated as issued in the annual report.
- r. Provide, as part of the required annual reporting (within 90 days of City's fiscal year end), an annual survey to City of neighboring cities parking rates, at Parking Manager's own expense.
- s. Assist and consult with the City, as necessary in any enhancement, change or modification of its parking enforcement program.
- t. Assist in implementing general parking programs, including working with businesses, neighborhood groups, and other organizations, as needed.

Citation Management

- a. Processing and maintaining a database of parking citations issued.
- b. Inputting citations issued within 48 hours of issuance, including those written by Broward Sheriff's Office (BSO) personnel, if applicable.
- c. For citations issued by Parking Manager, shall generate letters to violators within fourteen (14) calendar days of citations being issued, to include assessment of late fees, in accordance with City policy. Letter shall also notify violators that if payment is not received in full within thirty days of the date indicated on the letter, the obligation shall be referred to the City's collection agency, which shall result in the violator being obligated for all collection fees incurred by the City to effect such. Language in letter must be pre-approved by the City.
- d. Shall provide a phone, fax and email address to which violators may direct inquiries. Such shall be indicated on the parking citation issued. Parking Manager shall also coordinate requests by violators for a court date to contest citations and coordinate such efforts with the City Attorney's Office. Parking Manager shall also attend enforcement court proceedings for disputed citations and follow through with hearing officers' decisions, as necessary.
- e. Provide for a local office within the boundaries of the City, whereby customers may visit to make inquiries about or appeal parking citations issues, make citation payments (via, cash, check or credit card) or for general parking inquiries. Such office shall be operated Monday through Friday, 8 a.m. to 5 p.m.
- f. For citations issued by Parking Manager, on a Quarterly basis, Parking Manager shall generate a report of outstanding parking citations older than ninety (90) days and export data to an excel file. Parking Manager shall email a spreadsheet to the City's Finance Director or designee showing all relevant information for each citation. Parking Manager shall add a collection fee of 17% (as may be amended from time to time) to each citation amount due once the account has been referred to the Finance Department for formal collection action. Parking Manager's systems shall separately identify initial violation and penalties (i.e. City's late fee) and amounts (17%) assessed each account placed with the collection and any reports of revenue collected and submitted to the City's Treasury Division must clearly delineate such.
- g. Shall be responsible for providing citation information to the State of Florida Division of Motor Vehicles (the State) to allow the State to place a hold on violators, whereby tag renewal shall be delayed if violators have

at least three (3) regular unpaid citations or one (1) unpaid handicap citation. Parking Manager shall be responsible for establishing a process whereby the State shall provide detailed information for violators (i.e. addresses, DL# etc.) directly to Parking Manager to allow for the mailing of letters to violators and assist in follow-up collection efforts. Parking Manager shall be responsible for establishing an infrastructure to allow for this two-way communication and ensuring compatibility of Parking Manager's system with the State's system, to allow for this interface of data.

Cash Receipts Collection, Handling and Processing

- a. Processing and maintaining a database of parking tickets issued to record receivables and deferred revenue for all citations written, and cash and revenues as receipts are processed. City staff shall be provided inquiry access to such system.
- b. Collection of all parking citation payments at local office site and entry into Parking Manager's cash receipts system. Such cash receipts system must accommodate a triple copy receipts system with customer obtaining original, Parking Manager maintaining a copy and a copy being remitted to the City's Treasury Division. At a minimum, such receipt shall indicate the parking citation no., receipt no., the date paid, the amount paid, and nature of payment (i.e. parking citation). Parking Manager shall be responsible for the processing of such receipts for bank deposit with City providing for daily pickup of bank deposits by an armed security service. Parking Manager shall be responsible for securing deposit bags and tickets for City's banking partner. Parking Manager shall submit a copy of the bank deposit slip and a report from Parking Manager's cash receipts system, reconciled to the bank deposit slip amount to the City's Treasury Division. For non-sufficient funds (NSF) payments made via check, the City's Treasury Division shall inform Parking Manager of such for update of Parking Manager's records. Parking Manager shall be responsible for assessing the NSF fee (in accordance with City policy) to the violator and updating Parking Manager's financial records accordingly. All reporting to the City's Treasury Division shall be inclusive of a cash receipts processing report and shall be provided within 24 hours of processing of transactions.
- c. Daily collection of cash and coins extracted from parking meters. Parking Manager shall accept these funds at its local office site, to include facilitation of payment via credit card and process the receipts in its own cash receipts system. Parking Manager shall be responsible for all payment processor fees governing credit card acceptance. Parking Manager shall be responsible for generating meter audit reports (with the exception of lollipop meter extractions) to accompany each extraction of

cash and coins from the meters and reconcile to the coin/cash counts. Parking Manager shall be responsible for taking a physical count of cash and coins (and provision of a coin counter) and completing a bank deposit slip(s) for deposit of the meter collections. City shall provide daily-armed service pickup for physical deposit of meter collections to the bank. Parking Manager shall arrange for deposit and pickup of meter collections within 48 hours of collection from meters. For special events or holidays, Parking Manager shall make more frequent visits to the meters for collection of coins/cash as such volume of activity might warrant such. Parking Manager shall provide for a secure safe (combination & key, with limited staff access) at local office site to hold meter collections pending armed service pickup. Parking Manager shall provide a copy of the meter audit report, reconciliation of physical count to individual meter audit report and a copy of bank deposit slip for each bank deposit processed. Such shall be provided timely to the City's Revenue Collections Division via mail or email as follows:

City of Pompano Beach
100 W. Atlantic Blvd., Rm 135
Pompano Beach, FL 33060
ATTN: Revenue Collections Manager
or
Linda.dye@copbfl.com with copy to
Giselle.wishinsky@copbfl.com

Parking Manager shall establish separate ledger accounts by lots/locations as follows (and for any other new locations added by City):

- Municipal Pier Lot
- Oceanside Lot
- Beach Parking Lot
- Alsdorf Lots
- Street Parking Meters
- Harbor Village/N.E. 1st Street

Parking Manager shall provide a report to the City's Treasury Division for each deposit to indicate the locations of each collection for each bank deposit as stated above. All reporting to the City's Treasury Division shall be inclusive of a cash receipts processing report and must be provided within 24 hours of processing of transactions.

- d. Administer the City's residential parking permit program and parking passes, as applicable. The City currently issues approximately 200 residential parking permits per year for its Oceanside and Municipal Pier Lots. The City issues semi-annual permits at a price of \$30 and annual permits at a price of \$60, based on certain qualifying criteria (i.e. proof of

residency). Parking Manager shall be required to process and record receipts related to this program. Such cash receipts system shall accommodate a triple copy receipts system with customer obtaining original, Parking Manager maintaining a copy and a copy being remitted to the City's Treasury Division. At a minimum, such receipt shall indicate the parking permit no., receipt no., the date paid, the amount paid, and nature of payment (i.e. residential parking permit). Parking Manager shall prepare bank deposit slips for this activity with the City providing for daily-armed service pickup of such deposits. Parking Manger shall be responsible for recording this activity in a dedicated system account (i.e. residential parking permits) and shall submit a copy of the bank deposit slip, a cash receipts report and a reconciliation of the two to the City's Treasury Division. Parking Manager shall be responsible for maintaining all applications and proof of qualification for each permit issued, in accordance with the City's records retention policy.

- e. Shall request refunds pertaining to any of the activities discussed above be processed through the City's Treasury Division and Treasury Division shall communicate such refunds to Parking Manager for update of Parking Manager's records and systems once refund has been processed.
- f. Shall be responsible for voiding any transactions, in accordance with City's established practices and must provide a reporting of such to the City's Treasury Division within 24 hours of processing.
- g. Shall be responsible for establishing an online system to allow violators to make credit card payments via a secure website (complying with all regulatory requirements). Parking Manager shall be responsible for ensuring such system is PCI compliant (providing for any system scans if applicable) and on an annual basis must ensure submittal of PCI complaint report to Visa/MC by parking Manager's designated payment processor, if required. Parking Manager shall be responsible for the posting of these online payments to Parking Manager's cash receipts system. Parking Manager shall be responsible for linking online receipts directly to the City's designated bank account for daily deposit and submittal of cash receipts reports to the City's Treasury Division within 24 hours of processing.
- h. Within thirty (30) days from City's fiscal year end (September 30th), shall be responsible for providing an aging report of outstanding parking citation receivables (at fiscal year-end) to the City's Finance Department.

Garage Design/Construction Consulting Services

- a. Review pro-forma estimates of revenue and expense expectations.

- b. Assist in selection of PARCS (Parking and Revenue Control Systems) equipment needed in the pier parking garage facility to properly control monthly/contract, transient/cash and validation business.
- c. Provide advice regarding most efficient lighting methodology.
- d. Estimate the proper maintenance reserve fund that should be accrued to provide for long-term structural stability.
- e. Assist in selection and placement of signs needed to properly control the parking facility traffic flow, ingress/egress, etc.
- f. Provide any other consulting services requested by City, on an as needed basis.

General Requirements

- a. Parking Manager (all parties to the Agreement) shall be licensed to do business in the State of Florida and shall obtain a business tax receipt for the City and Broward County, prior to commencement of services.
- b. Parking Manager shall staff an office within the limits of the Pompano Beach, at own expense, to generally contain the management of the parking program, inclusive of accepting customer inquiries, acceptance and processing of payments and issue late notices for overdue payment of citations etc. City reserves the right to provide a permanent location within the pier parking garage upon its completion, at which point Parking Manager shall no longer be compensated for office rent as outlined in the Parking Managers line item budget.
- c. Handle all customer service associated with the parking program.
- d. Provide weekly, monthly and annual reports as may be required by the City.
- e. Propose the purchase of equipment, data software and information systems relating to and associated with the day-to-day operations of the parking management program to enhance operating efficiency, with prior approval of the City. All purchases shall be in accordance with City policies and procedures. All program specific products purchased by the Parking Manager with City funds, outside the scope of the agreed upon compensation under this Agreement shall upon termination of the Contract remain the property of the City.
- f. Coordinate the implementation of any changes in the City's parking rates or policies.
- g. Provide for an annual review of the design and operating effectiveness of parking Manager's system of internal controls to be performed annually, by a certified independent accountant, and provide a copy of the report (Report on Controls at a Service Organization) to the City's Finance Director or designee. Such a report shall

be in accordance with the requirements of Statement on Standards for Attestation Engagements No. 16, as issued by the American Institute of Certified Public Accountants.

- h. Coordinate special City events with City staff.
- i. Within 6 months of the execution of this Agreement, meet with City and CRA staff and review current parking operations and provide a report to the City Manager with observations and recommendations etc. May include new technologies, payment acceptance methods, additional meter locations, garage locations, marketing, signage, experience/suggestions for a 100% cashless system etc.
- j. Any reasonably related services upon request.

Additional Services as Elected by City of Pompano Beach

- a. Parking Manager recognizes that City has agreed to parking enforcement being provided for shifts covering the period from 7 a.m. to 11 p.m., Citywide, seven days/week. Parking Manager understands that should City require additional enforcement periods, such shall be provided by Parking Manager on an as-needed basis (i.e. special events) for a flat hourly rate of \$18.
- b. Parking Manager agrees to provide for booting equipment (one boot) if such a program is implemented by the City. The cost of this boot shall be depreciated over the remaining term of the contract at the point the boot is purchased.

ATTACHMENT B

Agreement for Parking Management Services

LOCATION: Pompano Beach Enforcement

DATE: 9/10/2014

REVISION: 41942

LOCATON #: 0
 BUDGET SUMMARY 2014

OPERATING EXPENSES

<u>Depreciation</u>	3,679.67	3,679.67	3,679.67	3,679.67	3,679.67	3,679.67	3,679.67	3,679.67	3,679.67	3,679.67	3,679.67	3,679.67	44,156.04
<u>Expense & Supplies</u>	5,969.88	4,984.88	6,809.88	3,729.88	2,984.88	14,984.88	3,621.88	4,809.88	2,984.88	3,729.88	2,984.88	2,984.88	60,580.60
<u>Fuel Expenses</u>	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	9,000.00
<u>Housekeeping</u>	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	480.00
<u>Insurance</u>	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	20,928.00
<u>Insurance Group</u>	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	15,876.00
<u>Insurance Workman Comp</u>	571.70	501.48	571.70	536.59	571.70	536.59	571.70	554.15	554.15	554.15	554.15	571.70	6,649.76
<u>Maintenance</u>	4,046.00	3,646.00	3,646.00	3,646.00	3,646.00	8,420.00	3,646.00	3,646.00	3,646.00	3,646.00	3,646.00	3,646.00	48,926.00
<u>Management Fee</u>	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	36,000.00
<u>Credit Card Processing Fees</u>	-	-	-	-	-	-	-	-	-	-	-	-	-
<u>Taxes FICA</u>	808.41	709.12	808.41	758.77	808.41	758.77	808.41	783.59	783.59	783.59	783.59	808.41	9,403.08
<u>Taxes Fed U C</u>	116.24	101.96	116.24	109.10	116.24	109.10	116.24	112.67	112.67	112.67	112.67	116.24	1,352.08
<u>Taxes State U C</u>	570.65	500.55	570.65	535.60	570.65	535.60	570.65	553.12	553.12	553.12	553.12	570.65	6,637.47
<u>Uniforms & Laundry</u>	2,500.00	-	-	-	-	2,500.00	-	-	-	-	-	-	5,000.00
<u>Utilities</u>	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	4,200.00
<u>Utilities - Telephone</u>	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	4,200.00
<u>Vehicle Maintenance</u>	120.00	-	-	120.00	-	-	120.00	-	-	120.00	-	-	480.00
<u>Wage</u>	10,567.52	9,269.49	10,567.52	9,918.50	10,567.52	9,918.50	10,567.52	10,243.01	10,243.01	10,243.01	10,243.01	10,567.52	122,916.13
OPERATING EXPENSES:	36,507.08	30,950.16	34,327.08	30,591.12	30,502.08	49,000.12	31,259.08	31,939.10	30,114.10	30,979.10	30,114.10	30,502.08	396,785.16

Attachment B

Operating Assumptions: Capital

Enforcement Vehicle	\$	20,000
Collection Van	\$	20,000
Office Furniture	\$	2,000
Computer	\$	3,000
Enforcement Equip.	\$	51,925
Coin Counter	\$	5,000
Camera /DVR	\$	10,000
Office Build Out	\$	4,000
Safe	\$	1,500

\$ 117,425 @ 8% over 36 months = \$ 3,679.67 per month x 12 months= 44,156 Depreciation

LOCATION: Pompano Beach Enforcement

DATE: 9/10/2014

REVISION 0

LOCATION #: 0

[Return to Summary](#)

PAYROLL SUMMARY WORKSHEET

Month	Base Wages	Sick Pay	Vacation Pay	Event Pay	Training	Monthly Total
January	\$10,384	\$ 100.00	\$ 83.33	\$0		\$10,568
February	\$9,086	\$ 100.00	\$ 83.33	\$0		\$9,269
March	\$10,384	\$ 100.00	\$ 83.33	\$0		\$10,568
April	\$9,735	\$ 100.00	\$ 83.33	\$0		\$9,919
May	\$10,384	\$ 100.00	\$ 83.33	\$0		\$10,568
June	\$9,735	\$ 100.00	\$ 83.33	\$0		\$9,919
July	\$10,384	\$ 100.00	\$ 83.33	\$0		\$10,568
August	\$10,060	\$ 100.00	\$ 83.33	\$0		\$10,243
September	\$10,060	\$ 100.00	\$ 83.33	\$0		\$10,243
October	\$10,060	\$ 100.00	\$ 83.33	\$0		\$10,243
November	\$10,060	\$ 100.00	\$ 83.33	\$0		\$10,243
December	\$10,384	\$ 100.00	\$ 83.33	\$0		\$10,568
	\$120,716	\$ 1,200.00	\$ 1,000.00	\$0	\$0	\$122,916

Holidays			
Jan	31	1	32
Feb	28		28
Mar	31	1	32
Apr	30		30
May	31	1	32
June	30		30
July	31	1	32
Aug	31		31
Sept	30	1	31
Oct	31		31
Nov	30	1	31
Dec	31	1	32

\$ 1,200.00 \$ 1,000.00

These cells must match!! You

will input the sick and vacation time in the months you see fit, but the totals for Sick and Vacation time must match from one page to the next.

EXPENSE AND SUPPLIES WORKSHEET

<u>Category</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Total</u>
Alarm Monitoring	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$900
Armored Car													\$0
Background Checks	\$75			\$75			\$75			\$75			\$300
Bottled Water													\$0
Business Cards	\$50			\$50			\$50			\$50			\$200
Certification Enforcment	\$2,000	\$2,000	\$2,000										\$6,000
SAS 70 Audit						\$12,000							\$12,000
Customer Appreciation													\$0
Employment Ads	\$500			\$500			\$500			\$500			\$2,000
Payroll Processing	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$1,023
Keys/Safe & lock rekey													\$0
Letterhead/Envelops													\$0
GPS Tracking	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$480
Mileage Reimb													\$0
Group Health Admin	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$736
New Booths													\$0
A/P Pymnt Processing	\$155	\$155	\$155	\$155	\$155	\$155	\$155	\$155	\$155	\$155	\$155	\$155	\$1,856
Office Supplies	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$1,800
Pagers													\$0
IT Support	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$1,543
Parking Permits/Hang Tag													\$0
Receipt Tape /Batteries	\$806	\$806	\$806	\$806	\$806	\$806	\$806	\$806	\$806	\$806	\$806	\$806	\$9,672
Event Tickets		\$0						\$0					\$0
Valet Tickets		\$0						\$0					\$0
Spitter Tickets		\$0						\$0					\$0
I&E / GL Reporting	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$3,348
Office Rent	\$725	\$725	\$725	\$725	\$725	\$725	\$725	\$725	\$725	\$725	\$725	\$725	\$8,700
Postage/FedEx	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$180
Paris Maintenance	\$120												\$120
Geneva	\$120												\$120
HR Supplies	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$180
Coin bags (\$0.80)	\$120			\$120			\$12			\$120			\$372
Copier	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$5,400
Enforcement Tickets (\$0.35)			\$1,750					\$1,750					\$3,500
Envelopes (\$0.07			\$75					\$75					\$150
Total:	\$5,969.88	\$4,984.88	\$6,809.88	\$3,729.88	\$2,984.88	\$14,984.88	\$3,621.88	\$4,809.88	\$2,984.88	\$3,729.88	\$2,984.88	\$2,984.88	\$60,580.60

LOCATION: Pompano Beach Enforcement
 LOCATION # 0

DATE: 9/10/2014

REVISION 0

[Return to Summary](#)

401K CONTRIBUTION EXPENSE

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
													\$0
													\$0
													\$0
Total:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

CREDIT CARD PROCESSING FEES

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
	667	667	667	667	667	667	667	667	667	667	667	667	\$8,000
													\$0
													\$0
													\$0
Total:	\$667	\$667	\$667	\$667	\$667	\$667	\$667	\$667	\$667	\$667	\$667	\$667	\$8,000

VEHICLE MAINTENANCE

Please specify:

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
													\$0
Oil Changes	120			120			120			120			\$480
													\$0
													\$0
	\$120	\$0	\$0	\$120	\$0	\$0	\$120	\$0	\$0	\$120	\$0	\$0	\$480

LOCATION: Pompano Beach Enforcement
FL

DATE: 9/10/2014

REVISION: 0

PAYROLL TAX WORKSHEET

Month	Monthly Total	Federal U/C	State U/C	FICA	Workman Comp.	Federal U/C Fica	0.011 0.0765				
January	\$10,568	\$116.24	\$570.65	\$808.41	\$571.70						
February	\$9,269	\$101.96	\$500.55	\$709.12	\$501.48	8	State	U/C Rate	WC Rate	WC Admin	WC Total
March	\$10,568	\$116.24	\$570.65	\$808.41	\$571.70		IN	0.0315	0.0157	0.0030	0.01870
April	\$9,919	\$109.10	\$535.60	\$758.77	\$536.59		NJ	0.0660	0.0563	0.0055	0.06180
May	\$10,568	\$116.24	\$570.65	\$808.41	\$571.70		VA	0.0433	0.0188	0.0045	0.02330
June	\$9,919	\$109.10	\$535.60	\$758.77	\$536.59		NV	0.0120	0.0295	0.0070	0.03650
July	\$10,568	\$116.24	\$570.65	\$808.41	\$571.70		DC	0.0290	0.0198	0.0059	0.02570
August	\$10,243	\$112.67	\$553.12	\$783.59	\$554.15		MD	0.0730	0.0504	0.0059	0.05630
September	\$10,243	\$112.67	\$553.12	\$783.59	\$554.15		LA	0.0010	0.0291	0.0030	0.03205
October	\$10,243	\$112.67	\$553.12	\$783.59	\$554.15		FL	0.0540	0.0482	0.0059	0.05410
November	\$10,243	\$112.67	\$553.12	\$783.59	\$554.15		GA	0.0451	0.0536	0.0059	0.05950
December	\$10,568	\$116.24	\$570.65	\$808.41	\$571.70		NY	0.0640	0.0246	0.0059	0.03050
							MA	0.0488	0.0162	0.0425	0.05870
	\$122,916	\$1,352.08	\$6,637.47	\$9,403.08	\$6,649.76						

Total Facility Spaces

1,355

Employees Part Time
 Full Time
 Total

4
 4
 8

\$ 4.92

Total Facility Desktops
 Include Thin Clients - DO NOT INCL System PC's
 for WPS, Amano, Federal, etc.

1

\$ 128.60

Group Health (No. of Employees in plan)

4

\$ 184.00

Monthly Reporting, Balancing Checking Acct, Etc.

\$ 279.00

Payroll Proc Per Emp Per Check	Gp Health Admin Per Emp/Yr	A/P Proc Avg/Space Per Yr.	IT Supp Per PC Per Month	I&E - GL Rpt Cost Per Month	TOTAL	
					Per Month	Per Year
		\$ 1.37			\$ 154.70	\$ 1,856.35
					\$ 85.25	\$ 1,023.05
			\$ 128.60		\$ 128.60	\$ 1,543.20
					\$ 61.33	\$ 736.00
				\$ 279.00	\$ 279.00	\$ 3,348.00
					\$ 708.88	\$ 8,506.60

Attachment B (Fees) - Pier Garage Design/Construction Consulting Services

Parking Manager will provide consulting services related to the design/construction of the Pier Parking Garage at a rate of \$150 per hour, plus reasonable out of pocket expenses. Out of pocket expenses may include postage, copying, any travel required to review the site in person. Consulting fees, inclusive of out of pocket expenses shall not exceed \$10,000.

ATTACHMENT C

City request for proposal, Management of Parking Operations RFP T-43-14

ATTACHMENT C



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
T-43-14**

MANAGEMENT OF PARKING OPERATIONS

**RFP OPENING: MAY 27, 2014 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

April 28, 2014

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR PROPOSALS
T-43-14
MANAGEMENT OF PARKING OPERATIONS

The City is seeking proposals from qualified firms to provide Parking Operations and Management services to the City of Pompano Beach, FL.

The City will receive sealed proposals until **2:00 p.m. (local), May 27, 2014**, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

Introduction

On October 1, 2013, the City of Pompano Beach created a separate Parking Enterprise Fund (the Parking Fund) for the purpose of managing and operating the City's parking assets in a prudent and economically viable manner and to provide transparency of its operations. The City's core goal is to provide a seamless, efficient, customer-friendly, progressive and cost-effective parking system for its stakeholders. The City has undertaken significant master planning efforts and is now investing in its infrastructure in ways that will result in the need for future construction of numerous parking garages and additional metered parking. To maximize the City's return on its investment, the City is hereby soliciting the services of professional parking management firms to operate its system.

The City currently has a total of 1,355 parking spaces (includes Harbor Village lot & N.E. 1st Street spaces) dispersed in three (3) municipal parking lots (Pier, Oceanside & Alsdorf) and two (2) leased lots, with the remainder of spaces encompassing on-street parking. The City has a total of 20 multi-space pay meters and 67 individual (lollipop) meters. The multi-space pay meters, which are supplied by Digital Payment Technologies, currently accept credit cards, cash and coins. During fiscal year 2013, the City generated approximately \$222K in parking citations (5,454 citations) revenue and approximately \$1M in parking revenues. The Current Parking Fund has an annual budget of \$1.2 million.

The multi-space pay meters (Luke I and Luke II) are remotely managed by Enterprise Management System (EMS) software, which allows both pay station configuration and the collection of transaction data to create financial management reports. EMS is a real time web based service utilized by Digital Payment Technologies (current multi-space pay meter vendor) to provide information on the status of parking spaces and to provide information for auditing and revenue reporting. Additionally, the pay stations are managed offline and online with Back Office Support System Software (BOSS) to configure all operating aspects for the meters (e.g. adding meters to the network, language settings for interface menus, establishing/adjusting parking fees, and credit card processing).

Parking Enforcement is currently provided through a Policing Services agreement with the Broward Sheriff's Office (BSO). The City is exploring an opportunity to include provision of

these services by Proposers. Parking operations currently falls under the direction of the Public Works Department of the City.

Attached to this document is **Attachment A & Attachment B**, which provides an inventory of parking meters with current locations and a map indicating geographic location of meters in the City, respectively. Proposers are required to independently verify this inventory as part of their due diligence. The City makes no representations as to the accuracy of this inventory.

The City is currently exploring the construction of a 500 space pier parking garage and over the next years will also be contemplating the construction of several other parking garages throughout the City.

1. **Scope Of Services**

Proposers or its employees must have at least three (3) years of experience managing municipal parking operations and must be able to service an office within the City of Pompano Beach. Proposers must have on its staff at least one (1) senior level manager that possesses on-street, parking lots and parking garage management experience, inclusive of parking enforcement experience.

The successful Proposer shall/may be responsible for providing, at a minimum, the following services:

Meter Enforcement

- a. Patrol of and enforcement for single-space, multi-space meters and parking lots, inclusive of issuance of parking citations for all parking violations throughout the City, in accordance with City ordinance. Proposer would be responsible for providing sufficient personnel to issue parking violation citations at a level of enforcement specified by the City. **Proposer must submit separate pricing for this enforcement activity in its proposals.** Proposer must be capable of providing this service seven days a week, 24 hours a day, and Proposers pricing must reflect such.
- b. Provide for all support vehicles, office and computer equipment as required to perform the day-to-day operations of the parking program. Proposers are responsible for any Internet service connections fees, as a result of any remote access to the City's network. Proposers, as part of their response, must include an itemization of anticipated support vehicles needed per the scope of services being solicited. Proposers would be responsible for all associated maintenance costs.
- c. Coordination of the installation and maintenance of parking meters, pay stations and change machines. The Proposer shall provide price quotes for both purchase and lease options, at the City's discretion when new parking equipment is to be acquired by the City directly. Equipment type and installation shall be in accordance with standards issued by the City. Requests for the repair of all parking equipment and appurtenances shall be requested, within twenty-four (24) hours of Proposer becoming aware of defects, from the City's provider and must be repaired or replace within forty-eight (48) hours or in accordance with

provider contractual terms. All purchases must conform to the City's purchasing policies and procedures.

- d. Currently, the City's citation issuance process utilizes ticket books and is a highly manual process, which involves the manual input of citations into the City's citations database. It is the City's intention to utilize hand held ticket issuance devices ("TIDs") to automate this process. As part of response to proposal, Proposer must provide recommendations (inclusive of prices) for hand held ticket issuance devices ("TID"), which allows enforcement personnel to conduct enforcement on tablets or similar devices. The TID should be user-friendly and include software that allows enforcement personnel to take pictures to support issuance of parking violations and allow for attachable print devices. It is expected that TID should be compatible with the City's current software application provider, SunGard HTE, to allow for the download of citation information from SunGard's citation database system to the TIDs and upload from the TIDs to SunGard. This will allow for automation of citation input and tracking identifying violators with multiple violations outstanding. Proposer's bid price should be reflected of this planned automation of the process.
- e. Monitoring, ordering and stocking of expendable products for meters (i.e. printer ink and printer paper). Proposers will have access to Parking Enterprise Budget for such expenses and must submit requests for processing payments via the City's normal purchasing and accounts payable process.
- f. Utilization of Enterprise Management System (EMS) Back Office Support System (BOSS) Software to re-program meters, as necessary.
- g. Manage and oversee the use of any third party programs (i.e. Passport Parking--pay-by-phone) by the City to support its parking activities.
- h. Provide boots for habitual parking enforcement violations. **Note:** the City has not enacted this policy as of yet, but may contemplate in the near term. Proposer should provide a narrative as to their experience with the use of such devices and at what point other clients have placed boots on vehicles.
- i. Provide for towing, as applicable. The cost for this component of the contract should be separately identifiable.
- j. Coordinating the repair or needed maintenance of any field parking software systems with the City's designated vendor(s).
- k. Provide employees with identifiable badges and uniforms, as approved by the City. All vehicles must also have appropriate identifiable marks to indicate Proposer's affiliation with the City of Pompano Beach Parking Services, subject to City approval. As part of proposal, Proposers must provide color pictures of what possible uniforms and vehicle decals might look like with the City's logo (Florida's Warmest Welcome).
- l. Enforcement personnel assigned to the contract should be appropriately trained and possess all required certifications and/or licenses for issuing non-moving

violations. It is further Proposer's responsibility (at own expense) to provide for pre-screening background checks for all personnel to be assigned to the City.

- m. Fielding customer inquiries and complaints related to the parking program.
- n. Provide annual reporting (within 90 days of fiscal year end) to the City describing the current state of parking enforcement activity. The report should, at a minimum, indicate no. of citations issued for the previous fiscal year (October 1st through September 30th), no. of enforcement personnel writing citations, no. of citations issued per staff member writing citations and any recommendations for improvements to operations detailing any associated costs. As part of proposal, proposer must provide any recommended benchmark or national standard for expected no. of citations to be written monthly or annually per citation personnel etc., based on the size/structure of the City's parking space program. Proposer must also describe any internal mechanism utilized by their management staff to monitor the performance of enforcement personnel, in this regard. A copy of citation database generated report must be provided as part of the package, which should reconcile to no. of citations indicated as issued in the annual report.
- o. Provide, as part of the required annual reporting, an annual survey to City of neighboring cities parking rates, at Proposer's own expense.
- p. Assistance and consultation with the City, as necessary in any enhancement, change or modification of its parking enforcement program.
- q. Assistance in implementing parking programs, including working with businesses, neighborhood groups, and other organizations, as needed.

Citation Management

- a. Proposer will be responsible for processing and maintaining a database of parking tickets issued.
- b. Inputting citations issued within 48 hours of issuance, including those written by BSO personnel.
- c. Generate letters to violators within fourteen (14) calendar days of violation being issued, to include assessment of late fees.
- d. Fielding customer inquiries and complaints related to citations. Proposer must provide a phone, fax and email address to which violators may direct inquiries. Such must be indicated on the parking citation issued. Proposer must also coordinate requests by violators for a court date to contest citations and coordinate such efforts with the City Attorney's Office. Also, attend enforcement court proceedings for disputed citations and follow through with hearing officers' decisions, as necessary.
- e. City will provide for a local office within the boundaries of the City whereby customers may visit to make inquiries about or appeal parking citations issues or for general parking inquiries.

- f. Quarterly, coordinate with the City's Information Technology Department, to generate a report of outstanding parking citations older than ninety (90) days. Export information to excel and email to the City's Finance Department for referral to the City's outside collection agency. **Note:** The City's system automatically adds a collection fee (i.e. 17%) to each citation amount due once this process has been activated. If Proposer would be utilizing its own accounting systems for input of citations and processing cash receipts, Proposer would be responsible for generating a query of parking citations outstanding for ninety (90) days or greater, exporting detailed information for each citation to excel and submitting such report to the City's Finance Department for referral to the outside collection agency. Once Finance Department forwards accounts to collections, Proposer would be notified and must add collection fee to outstanding balance for each violator's account to reflect new amount due. As an example, if violator owes \$47 initially, a 17% collection fee would require amount owed to be adjusted to \$54.99. Proposer's systems must be able to separately identify initial violation and penalties collected from any collection fee amounts collected.

Cash Receipts Collection, Handling and Processing

Proposers must provide pricing for the two options listed below:

Option 1: City Systems Utilized for Processing & Recording of Transactions

- a. Proposer will be responsible for processing and maintaining a database of parking tickets issued by utilizing the City's current citation management system, a component of SunGard HTE. Selected vendor would be granted remote access to the City's system.
- b. Proposer would be responsible for daily collection and delivery of cash and coins extracted from parking meters to the City's Treasury Division located at City Hall. Proposer would be responsible for delivery of cash and coins to the Treasury Division at least three (3) days a week (weekday-every other day). However, for special events or holidays, proposer shall make more frequent deliveries. For special events or holidays falling on the weekends, whereby it may be necessary to empty the meters on a weekend, Proposer would be responsible for maintaining coins/cash in a safe (combination & key, with limited staff access) at Proposer's local office until such time as delivery to City Hall is possible, during in normal operating hours. Meter generated audit reports must accompany collections (with the exception of lollipop extractions) from pay by space meters and provided to Treasury for reconciliation to the actual collections.
- c. Parking citation payments will be made at the City's Treasury Division, currently located on the 1st Floor of City Hall, and processed through the City's cash receipts system.

Option 2: Proposer Systems Utilized for Processing & Initial Recording of Transactions

- a. Proposer will be responsible for processing and maintaining a database of parking tickets issued by utilizing its own database management system and to record receivables and deferred revenue for all citations written, and cash and revenues as receipts are processed. City staff must be provided inquiry access to such system.
- b. Proposers would be responsible for the collection of all parking citation payments at its local office site and entry into Proposer's own cash receipts system. Such cash receipts system must accommodate a triple copy receipts system with customer obtaining original, Proposer maintaining a copy and a copy being remitted to the City's Treasury Division. At a minimum, such receipt should indicate the parking citation no., receipt no., the date paid, the amount paid, and nature of payment (i.e. parking citation). Proposer would be responsible for the processing of such receipts for bank deposit with City providing for daily pickup of bank deposits by an armed security service. Proposer would be required to submit a copy of the bank deposit slip and a report from Proposers cash receipts system, reconciled to the bank deposit slip amount to the City's Treasury Division. For non-sufficient funds (NSF) payments made via check, the City's Treasury Division will inform Proposer of such for update of provider's records. Proposer would be responsible for assessing the NSF fee (in accordance with City policy) to the violator and updating Proposer's financial records accordingly. All reporting to the City's Treasury Division must be inclusive of a cash receipts processing report and must be provided within 24 hours of processing of transactions.
- c. Daily collection of cash and coins extracted from parking meters. Under this Option, Proposer would accept these funds at its local office site and process the receipts in its own cash receipts system. Proposers would be responsible for generating meter audit reports (with the exception of lollipop meter extractions) to accompany each extraction of cash and coins from the meters and reconcile to the coin/cash counts. Proposers would be responsible for taking a physical count of cash and coins (a coin counter would be necessary) and completing a bank deposit slip(s) for deposit of the meter collections. City would provide daily-armed service pickup for physical deposit of meter collections to the bank. Proposer must arrange for deposit and pickup of meter collections within 48 hours of collection from meters. For special events or holidays, proposer shall make more frequent visits to the meters for collection of coins/cash as such volume of activity might warrant such. Proposer must provide for a secure safe (combination & key, with limited staff access) at local office site to hold meter collections pending armed service pickup. Proposer must provide a copy of the meter audit report, reconciliation of physical count to individual meter audit report and a copy of bank deposit slip for each bank deposit processed. Such must be provided timely to the City's Revenue Collections Division via mail or email as follows:

City of Pompano Beach
100 W. Atlantic Blvd., Rm 135
Pompano Beach, FL 33060
ATTN: Revenue Collections Manager
or
Linda.dye@copbfl.com with copy to
Giselle.wishinsky@copbfl.com

Separate ledger accounts would need to be established by lots/locations as follows:

- Municipal Pier Lot
- Oceanside Lot
- Beach Parking Lot
- Alsdorf Lots
- Street Parking Meters
- Harbor Village/N.E. 1st Street

Proposer would be required to provide a report to the City's Treasury Division for each deposit to indicate the locations of each collection for each bank deposit as stated above. All reporting to the City's Treasury Division must be inclusive of a cash receipts processing report and must be provided within 24 hours of processing of transactions.

- a. Proposer would be responsible for administering the City's residential parking permit program. The City currently issues approximately 200 residential parking permits per year for its Oceanside and Municipal Pier Lots. The City issues semi-annual permits at a price of \$30 and annual permits at a price of \$60, based on certain qualifying criteria (i.e. proof of residency). Proposer would be required to process and record receipts related to this program. Such cash receipts system must accommodate a triple copy receipts system with customer obtaining original, Proposer maintaining a copy and a copy being remitted to the City's Treasury Division. At a minimum, such receipt should indicate the parking permit no., receipt no., the date paid, the amount paid, and nature of payment (i.e. residential parking permit). Proposer would prepare bank deposit slips for this activity and the City would provide for daily-armed service pickup of such deposits. Proposer would be responsible for recording this activity in a dedicated system account (i.e. residential parking permits) and must submit a copy of the bank deposit slip, a cash receipts report and a reconciliation of the two to the City's Treasury Division. Proposer would be responsible for maintaining all applications and proof of qualification for each permit issued, in accordance with the City's records retention policy.
- b. Any request for refunds pertaining to any of the activities discussed above must be handled by the City's Treasury Division and communicated to Proposer for update of Proposer's records and systems.

- c. Proposers would be responsible for voiding any transactions, in accordance with City's established practices and must provide a reporting of such to the City's Treasury Division within 24 hours of processing.
- d. Proposer would be responsible for establishing an online system to allow violators to make credit/debit card payments via a secure website (complying with all regulatory requirements). Proposer would be responsible for ensuring such system is PCI compliant and on an annual basis must submit report to Visa/MC as such. Proposer would be responsible for the posting of these online payments to Proposer's cash receipts system. Proposer would be responsible for linking online receipts directly to the City's designated bank account for daily deposit and submittal of cash receipts reports to the City's Treasury Division within 24 hours of processing.
- e. Should the City elect **Option 2**, Proposer would be responsible for having an annual review of the design and operating effectiveness of its system of internal controls performed annually, by a certified independent accountant, and provide a copy of the report (Report on Controls at a Service Organization) to the City's Finance Director or designee. Such a report will be in accordance with the requirements of Statement on Standards for Attestation Engagements No. 16, as issued by the American Institute of Certified Public Accountants.
- f. Currently, the City's Information Technology Department (IT) provides citation information to the State of Florida Division of Motor Vehicles (the State) to allow the State to place a hold on violators, whereby tag renewal will be delayed if violators have at least three (3) regular unpaid citations or one (1) unpaid handicap citation. The State also provides detailed information for violators (i.e. addresses, DL# etc.) directly to the City to allow for the mailing of letters to violators and assist in follow-up collection efforts. Should Proposer elect **Option 2**, Proposer would be responsible for establishing an infrastructure to allow for this two-way communication and ensuring compatibility of Proposer's system with the State's system, to allow for this interface of data.
- g. Within thirty (30) days from City's fiscal year end (September 30th), Proposer would be responsible for providing an aging report of outstanding parking citation receivables (at fiscal year-end) to the City's Finance Department.

General Requirements

- a. Proposer (all parties to the Agreement) must be licensed to do business in the State of Florida and must obtain a business tax receipt for the City and Broward County, prior to commencement of services.
- b. Proposer must staff a temporary office within the limits of the Pompano Beach, to be provided by the City, to generally contain the management of the parking program, inclusive of accepting customer inquiries, acceptance and processing of payments (assumes City elects **Option 2**)

and issue late notices for overdue payment of citations etc. The intent of the City is to eventually provide a permanent location within the pier parking garage upon its completion and the City will provide a temporary site for the temporary office within reasonable proximity to the beach/pier area immediately, at City's expense. It is Proposers responsibility to provide for all costs associated with staffing and operating the location within Proposer's budgeted costs.

- c. Handle all customer service associated with the parking program.
- d. It is anticipated that the City will be designing and constructing a 500-space pier parking garage within the next 1.5 to 2 years. Proposers are required to propose a tentative separate price structure to contemplate the management of the garage, to include provision of valet parking (approximately 100 spaces in pier garage) for beach parking and future restaurant locations in the Pier Redevelopment area. Such proposed pricing structure should present a line item detail of all costs to be covered in proposers budget and should be specific as to what will be included in proposers budget, as well as what would be excluded or Proposers may indicate as "optional" services. Proposers management structure should be discussed. Proposer must discuss client references (name of client, contact name, title, phone, email) for which similar services have been provided within the past three (3) years, including, but not be limited to contractual arrangement for compensation
- e. Provide weekly, monthly and annual reports as may be required by the City.
- f. The Proposer may propose the purchase of equipment, data software and information systems relating to and associated with the day-to-day operations of the parking management program to enhance operating efficiency, with prior approval of the City. All purchases must be in accordance with City policies and procedures. All program specific products purchased by the Proposer on behalf of the City shall upon termination of the Contract remain the property of the City.
- g. Coordinate the implementation of any changes in the City's parking rates or policies.
- h. Provide for an annual review of the design and operating effectiveness of Proposer's system of internal controls performed annually, by a certified independent accountant, and provide a copy of the report (Report on Controls at a Service Organization) to the City's Finance Director or designee. Such a report will be in accordance with the requirements of Statement on Standards for Attestation Engagements No. 16, as issued by the American Institute of Certified Public Accountants.
- i. As part of Proposal, Proposer must submit, at a minimum, compiled financial statements to indicate financial capacity to provide the services

herein, without interruption. Proposer may choose to submit reviewed or audited financials instead.

- j. Coordinate special City events with City staff.
- k. Within 6 months of hire, meet with City and CRA staff and review current parking operations and provide a report to the City Manager with observations and recommendations etc. May include new technologies, payment acceptance methods, additional meter locations, garage locations, marketing, signage, experience/suggestions for a 100% cashless system etc.

Any reasonably related services upon request.

2. **Term of Contract**

The City anticipates awarding a Service Provider Agreement for a term of three (3) years with an option for one (1) additional term of two (2) years, for a possible total of five (5) years. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract term, including the optional renewal term, unless mutually agreed upon by both parties. Additional services and responsibilities may be added to this agreement as agreed upon by both parties.

3. **Small Business Enterprise Program**

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov. Please indicate in your response if your firm is a certified Small Business Enterprise.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its

procurements.

4. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: http://pompanobeachfl.gov/pages/department_directory/development_services/business_tax_receipt_division/pdfs/FAQ_sheet_BTR.pdf or you may contact Susan Kores at the Pompano Beach Community Redevelopment Agency Business Resource Center at (954) 586-1199 or at susan@iedfl.com.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements. Proposers interested in local business participation are encouraged as part of their proposal package to discuss planned efforts in this respect.

5. Required Proposal Submittal

Submission/Format Requirements

Submit one (1) original unbound and five (5) bound copies of the proposal. All copies will be on 8 ½" x 11" plain white paper, typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the City). Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with tabs or dividers between the sections:

Title page:

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:

Include a clear identification of the material by section and by page.

Letter of Transmittal:

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s),

office and E-mail addresses and telephone numbers. Please limit this section to two pages.

Scope of Services:

For each item listed under scope of services, proposers are required to provide a narrative discussing each respective area, to include, but not be limited to:

- a. Discussion of experience and ability to manage a 500 space parking garage, to include any experience in operating a valet service. Discussion should include proposed contract structure in terms of Proposer compensation and any general revenue split arrangements generally contemplated. May also include discussion of how the garage might be manned or not, based on entry and exit points, pay meters etc. Should also include Proposer's experience with other client references as discussed above.
- b. Discussion of number of personnel anticipated to be assigned to the contract, to include title and duties, at a minimum.
- c. Discussion of vehicles to be assigned to the contract, type, description etc.
- d. Discussion of benchmarks and/or national standards against with performance of parking operations may be measured, to include parking enforcement activity.
- e. Discussion of any proposed general improvements already observed per Proposer's own due diligence in preparing proposal.
- f. Discussion of experience with placing boots on parking violators vehicles.
- g. Discussion of hand held ticket devices and recommendations of specific TIDs.
- h. Discussion of any parking program analysis reports prepared for previous clients. Proposer must include an example (s) in proposal submittal.
- i. Discussion of proposed monitoring mechanisms for monitoring the performance of personnel, as it relates to administration of the parking enforcement function.
- j. Discussion of cash receipts processing and recording capacity and internal controls in place to ensure accurate and complete collection, recording and reconciliation of transactions. In addition, discuss planned segregation of duties for collection, recording, cashier drawer balancing procedures (to include reconciliation of opening cash drawer amount, daily receipts and cash receipts system report reconciliation) a, deposit and reconciliation of all parking related revenues, should the City elect **Option 2** above.
- k. Discussion of the City's current parking rate structure of \$1.25 per hour (unadjusted for peak days/hours/locations) and any recommendations based on prior clients or general industry practice. City also currently has a boat launch and charges \$10 for a 24-hour period to park a boat trailer.
- l. Discussion of planned collection efforts to maximize collections on outstanding parking citations. Proposers should incorporate specific experience/success in this area with other client references to include client name, contact name, title, phone, email, etc. and approximate value or receivables managed, annual collections and annual collection rate for client's most recent fiscal year.
- m. Discussion on any proposed efforts to enhance collections on parking citations written for out of state violators.
- n. Discussion of transition plan, inclusive of detailed tasks to be completed, and planned coordination effort with BSO, the City's current parking enforcement partner.
- o. Discussion of anticipated timeframe from contract award to being fully operational.

Fees & Costs:

Proposer must provide a line item budget for fees for all contract years, including any optional renewal periods. In narrative, please discuss basis for each annual escalator, if applicable (i.e. specific consumer price index).

Include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of service that would be provided. Provide a cost for each of the major services provided along with the estimated number of expected work hours for each qualified staff.

Proposer must itemize all costs to complete all necessary tasks as described under Scope of Services. Miscellaneous expenses should be adequately described. Proposer must be clear as what is included in price proposal, what is excluded and what might be optional.

References:

Submit a client reference list, including name of contact, firm and/or governmental entity, address, telephone number and type of service provided to each reference. At least Three (3) references should be for clients within Broward, Dade, or Palm Beach Counties if applicable, with an emphasis on event or recreational type of facilities with more than 1,000 parking spaces.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance.

City Forms:

The RFP Proposal Signature Page must be completed, signed and returned. Proposer should return all RFP pages, initialed where indicated.

6. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- b. Liability Insurance

- 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
- 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
GENERAL LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE / \$1,000,000 AGGREGATE		
* Policy to be written on a claims incurred basis		
XX comprehensive form		
XX premises - operations	bodily injury	
___ explosion & collapse		
___ hazard	property damage	
___ underground hazard		
XX products/completed		
operations hazard	bodily injury and	
XX contractual insurance	property damage	
XX broad form property	combined	
damage		
XX independent contractors		
XX personal injury	personal injury	

AUTOMOBILE LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE / \$1,000,000 AGGREGATE

	bodily injury (each person)	
	bodily injury (each accident)	
XX comprehensive form	property damage	
XX owned		
XX hired	bodily injury and	
XX non-owned	property damage	
	combined	

REAL & PERSONAL PROPERTY

___ comprehensive form Consultant must show proof they have this coverage.

EXCESS LIABILITY

___ umbrella form bodily injury and
property damage

__	other than umbrella	combined	\$2,000,000.	\$2,000,000.
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XX	PROFESSIONAL LIABILITY		\$1,000,000.	\$1,000,000.
	* Policy to be written on a claims made basis			

The certification or proof of insurance must contain a provision for notification to the City thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

7. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

Proposals will be evaluated using the following criteria.

<u>Criteria</u>	<u>Point Range</u>
A. Experience and Expertise	0-35
Previous related work experience and qualifications of firm and personnel. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.	
B. References	0-5
History and performance of firm/project team on similar projects. References and recommendations from previous clients.	
C. Resources and Methodology	0-15
Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines.	
D. Location of Regional Office	0-5
Proximity to Pompano Beach Office location.	
E. Cost	0-40
Including the proposed mark up (indicate what benefits are included and amount of the mark up) for field staff, costs for management and the proposed fee structure.	
Total	0-100

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers

following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

8. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

9. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. Recommendation for changes, additions, or deletions by the City's Internal Auditor must be complied with by the selected firm. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

10. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which

are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

11. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

12. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

13. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

14. Contract Terms

The contract resulting from this RFP shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

15. Waiver

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

16. Survivorship Rights

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

17. Termination

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

18. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

19. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

20. RFP Conditions and Provisions

The completed and signed proposal (together with all required attachments) must be returned to City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Any alteration, erasure, or interlineations by the Proposer in this RFP shall constitute cause for rejection. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

21. Standard Provisions

a. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

b. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any City employee is also an owner, corporate officer, or an employee of the firm. If any City employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to § 112.313, Florida Statutes.

c. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

d. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

e. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

f. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

g. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

h. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

i. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

j. Variances

While the City allows Proposers to take variances to the RFP terms, conditions, and specifications, the material nature, number, and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

k. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

l. Public Records

1. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
 - c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
 - d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
2. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

22. Questions and Communication

All questions regarding the RFP are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RFP name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

23. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal.

PROPOSAL SIGNATURE PAGE
RFP T-43-13, MANAGEMENT OF PARKING OPERATIONS

To: The City of Pompano Beach, Florida

The below signed hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Signature _____ Date _____

Addendum Acknowledgment - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum No. _____ Date Issued _____

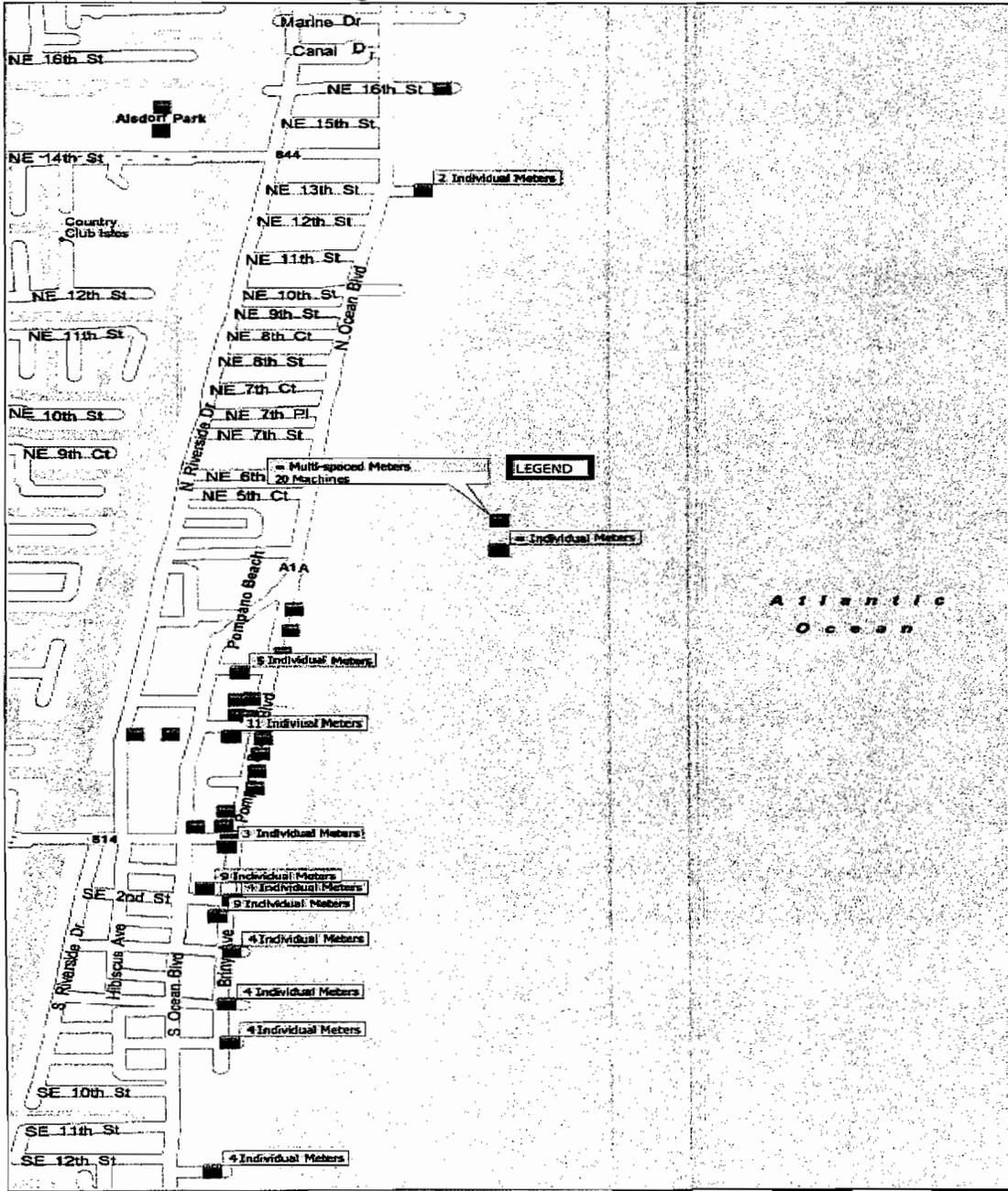
ATTACHMENT "A"

Lot	Machine Serial Numbers
Pier, Spaces 001 to 323	
Machine 1 NE	300009420069
Machine 2 NW	300009420070
Machine 3 SW	300009420071
Machine 4 SE	300009420074
Oceanside	
Machine 7 West Side	300010270008
Machine 8 East Side	300010270010
Parcel A, Spaces 2001 - 2126	
SW Corner Temp Lot	500012360986
Temp Lot East Side, North	500012360979
Temp Lot East Side, South	500012360978
Briny Pub Corner	500012360983
PB Blvd., Spaces 1001 - 1122	
North of Pier 1	500012360981
North of Pier 2	500012360980
North of Pier 3	500012360977
South of Pier 1	500012360984
South of Pier 2	500012360987
South of Pier 3	500012360982
South of Pier 4	500012360985
16th Street, Spaces 800 - 827	300009420073
Alsdorf	
North	300010270009
South	300010270011

*Does not yet include Harbor Village/N.E. 1st Street

ATTACHMENT "B"

Parking meter Locations 2012 Revised



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ATTACHMENT D

PARKING MANAGER'S BID RESPONSE

www.pompanobeachfl.gov/denisonparkinginc