

Meeting Date: 7-12-16

Agenda Item

26

REQUESTED COMMISSION ACTION:

Consent	<input checked="" type="checkbox"/>	Ordinance	<input type="checkbox"/>	Resolution	<input type="checkbox"/>	Consideration/ Discussion	<input type="checkbox"/>	Presentation	<input type="checkbox"/>
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SHORT TITLE An Ordinance of the City Commission of the City of Pompano Beach, Florida, approving and authorizing the proper City officials to execute a First Amendment to the agreement for parking management services between the City of Pompano Beach and Denison Parking, Inc. to extend current services to provide for management of the parking garage located at 275 Sea Breeze Way; Providing for severability; Providing an effective date. (Fiscal Impact - \$420,510)

Summary of Purpose and Why:

This Ordinance is to authorize a First Amendment to the City's current agreement with Denison Parking, Inc. for parking enforcement services. With the completion of the Pier Parking Garage with 609 spaces, the City would like to expand the parking management services with Denison Parking, Inc. under the current agreement dated January 30, 2015. In addition to the City of Pompano Beach, Denison Parking, Inc. is engaged in and has substantial experience in managing and operating vehicular parking facilities for other clients.

- (1) Origin of request for this action: Public Works/Finance Department
- (2) Primary staff contact: Robert McCaughan, Public Works Dir/Suzette Sibble Ext. 4097/4680
- (3) Expiration of contract, if applicable: January 30, 2018, with an option to renew for two additional one year periods.
- (4) Fiscal impact and source of funding: FY 2016 (August 1, 2016 – September 30, 2016) - \$43,300; FY 2017 - \$269,843; FY 2018 – \$107,367 (October 1, 2017 – January 30, 2018). \$420,510 in total from the Parking Enterprise Fund
472-4710-545-3160 (professional services)

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Finance	<u>7/5/16</u>	<u>Approval</u>	<u>S. Sibble</u>
City Attorney	<u>7/6/16</u>		
Budget	<u>7/6/16</u>		
Public Works	<u>7/6/16</u>	<u>APPROVE</u>	<u>Robert McCaughan</u>

[Signature]
X City Manager

[Signature]
Denise W. Beach

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	
<u>Workshop</u>			
1 st Reading	1 st Reading	Results:	Results:



City Attorney's Communication #2016-980
June 28, 2016

TO: Suzette Sibble, Finance Director
FROM: Mark E. Berman, City Attorney
RE: Ordinance – First Amendment to Parking Management Services Agreement

As requested, the above-referenced Agreement has been prepared and is attached at this time along with the appropriate Ordinance captioned as follows:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPAÑO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT FOR PARKING MANAGEMENT SERVICES BETWEEN THE CITY OF POMPAÑO BEACH AND DENISON PARKING, INC. TO EXTEND CURRENT SERVICES TO PROVIDE FOR MANAGEMENT OF THE PARKING GARAGE LOCATED AT 275 SEA BREEZE WAY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Please let me know if I may be of further assistance.



MARK E. BERMAN

MEB/jrm
l:cor/finance/2016-980

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 A FIRST AMENDMENT TO THE AGREEMENT FOR PARKING MANAGEMENT SERVICES BETWEEN THE CITY OF POMPANO BEACH AND DENISON PARKING, INC. TO EXTEND CURRENT SERVICES TO PROVIDE FOR MANAGEMENT OF THE PARKING GARAGE LOCATED AT 275 SEA BREEZE WAY; 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 a First Amendment to the Agreement for Parking Management Services 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 _____, 2016.

PASSED SECOND READING this _____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK

/jrm
6/28/16
L:ord/2016-252

**FIRST AMENDMENT TO AGREEMENT FOR
PARKING MANAGEMENT SERVICES**

THIS FIRST AMENDMENT to the Agreement for Parking Management Services last dated January 30, 2015, issued in response to Request for Proposals for Parking Management Services, No. T-43-14 (hereinafter referred to as "Original Agreement") by and between City of Pompano Beach ("City") and Denison Parking, Inc. ("Parking Manager") is made as of _____, 2016.

WITNESSETH:

WHEREAS, City is currently under contract with Parking Manager as the City's parking management manager as described in an Agreement dated January 30, 2015, a copy of which is attached herein as Exhibit "A"; and

WHEREAS, City is completing construction of a parking garage with 609 spaces located at 275 Sea Breeze Way in Pompano Beach, Florida, (herein referred to as the "Parking Facility"); and

WHEREAS, Parking Manager is engaged in and has substantial experience in managing and operating vehicular parking facilities for clients; and

WHEREAS, City desires to expand the services of Parking Manager under the Original Agreement to include the management of the Parking Facility as contemplated by the Original Agreement and Request for Proposals for Parking Management Services, No. T-43-14 (hereinafter referred to as "RFP T-43-14").

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, City and Parking Manager agree as follows:

1. Original Agreement. The Original Agreement remains in effect, without change with respect to the matters addressed therein. In the event of a conflict between the terms of the Original Agreement and this First Amendment, the Original Agreement shall control unless doing so would render impossible providing the services as contemplated by this First Amendment.

2. Definitions.

2.1 Budget. A written projection of all receipts and expenditures for the operation of the Parking Management Services by individual service or facility for each fiscal year as mutually agreed by the parties.

2.2 Emergency Expenses. Expenses as declared by the City or that are made in the event of an emergency due to weather, vehicular accidents, criminal incidents, or other

acts of God that are necessary to protect the safety and welfare of the general public and the City's employees and vendors.

2.3 Fiscal Year. Each fiscal year ending the 30th day of September, all or a part of which falls within the term of this First Amendment.

2.4 Personal Property. All equipment, supplies, furnishings, furniture and all other items of personal property now or hereafter owned or leased or subleased by City and located upon and used for the operation of the Additional Parking Management Services.

2.5 Gross Revenue. The aggregate of all receipts received directly by City or Parking Manager (inclusive of sales tax), its representatives, agents or employees, in connection with the operation and management of the Additional Parking Management Services.

2.6 Operating Expenses. Operating Expenses shall include any and all ordinary direct expenses of operating the Parking Facility as more particularly set forth in Exhibit "B," attached hereto and incorporated herein, but excluding those costs and expenses which are specifically the Expenses of Parking Manager or Expenses of City specifically set forth in each Exhibit.

2.7 Expenses of Parking Manager. Expenses, designated as Expenses of Parking Manager in Exhibit "B" attached hereto and incorporated herein by reference, shall be the sole responsibility of Parking Manager.

2.8 Expenses of City. Expenses designated as Expenses of City in Exhibit "B," attached hereto and incorporated herein by reference, shall be the sole responsibility of City.

2.9 Operating Surplus. Operating Surplus shall equal Gross Revenue minus Operating Expenses for the Parking Facility.

2.10 Monthly Operating Statement. The Monthly Operating Statement shall mean the profit and loss statement for the Parking Facility, presented in reasonable detail including the Gross Revenue and Operating Expenses incurred for the preceding month. In addition to actual monthly activity, the Monthly Operating Statement shall include year-to-date actual results compared to the Budget for the current Fiscal Year and such other financial data and copies as may be required from time to time at City's reasonable request. Parking Manager shall submit the Monthly Operating Statement to the City's Finance Director or designee by the 20th of each month for the preceding month end.

2.11 Annual Operating Budget. Parking Manager shall submit each year by March 1 preceding each fiscal year the projected budget for the Parking Facility.

3. Employment. City hereby grants to Parking Manager, as an independent contractor, the right to manage, operate and maintain the Parking Facility, subject to the terms and provisions of this First Amendment and the Original Agreement. 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.

4. Duties.

4.1 Subject to the limitations of the approved Budget, Parking Manager covenants and agrees that it (i) shall use due diligence and exercise its best professional judgment and expertise to manage and operate the Parking Facility in a prudent manner consistent with the Budget and with the management and operation of comparable parking facilities and (ii) shall provide such services as are customarily provided by managers of services and facilities of comparable size, class and standing. Specifically, Parking Manager shall perform the following services and duties for City:

4.1.1 Employ personnel capable of managing and operating the Parking Facility in accordance with the terms of this First Amendment and the Original Agreement.

4.1.2 Operating the Parking Facility on a 24-hour, 7 days-a-week basis, issuing parking permits to residents, non-residents and businesses for monthly overnight parking for the fifth floor (roof) of the Parking Facility, provide collection and enforcement for large events such as July 4 weekend, Seafood Festival, and others as requested by City and providing special consulting to the City for parking matters for both emergencies, as well as parking policy recommendations.

4.1.3 Maintain business-like relationships with patrons of the Parking Facility.

4.1.4 Execute City's directives as to the policies pertaining to the Parking Facility whether or not specifically covered in this First Amendment.

4.1.5 Recommend to City improvements in the management and operation of the Parking Facility. In addition, Parking Manager shall provide consulting and advisory services to City concerning the Parking Facility without additional charge to City.

4.1.6 Notify City in advance of any expenditures that are not in the approved Budget and obtain City's approval prior to incurring such expenditure.

5. Staff.

5.1 Parking Manager shall employ as an Operating Expense experienced and competent personnel ("Employees") capable of managing and operating the Parking Facility in accordance with the terms of this First Amendment and the Original Agreement. The number of

persons employed at the Parking Facility shall be mutually agreed upon by Parking Manager and City, and shall be increased or decreased as reasonably determined by Parking Manager consistent with this First Amendment, the Original Agreement and the Budget. Parking Manager shall negotiate and obtain any necessary labor covering its Employees providing services relevant to the Parking Facility.

5.2 Subject to such restrictions on pre-employment screening and background checks as are imposed by law, such personnel shall be screened by the Parking Manager before hiring at Parking Manager's own cost, and Parking Manager acknowledges that all matters pertaining to the employment, supervision, discipline, promotion, discharge and direction in the performance of the duties of such employees shall be the sole responsibility of the Parking Manager and the City shall have no liability with respect thereto. During working hours, such Employees (other than supervisory personnel) shall wear neat and clean uniforms, which identify them as employees of Parking Manager and shall be identified with nametags.

5.3 Parking Manager shall lease or purchase uniforms subject to City approval for Employees providing the services herein. The actual costs of uniforms used for services hereunder shall be an Operating Expense described in the Parking Manager's annual budget to the City.

5.4 Subject to any collective bargaining agreements and applicable laws, Parking Manager acknowledges City's right to require Parking Manager to transfer any Employee providing the services herein whose performance and/or conduct shall not satisfy City for any legally permissible reason.

5.5 Parking Manager shall hire qualified and experienced on-site managers of the Parking Facility. City shall have an opportunity to participate in the development of criteria to be employed in selection of the on-site manager and to interview and consult on the selection decision.

6. Hours of Operation. Management of the Parking Facility shall be provided on a schedule to be established by City and Parking Manager. Current proposed schedule for the Parking facility is seven (7) days a week, 24 hours a day. Such schedule may be changed by City (to reduce required hours) upon seven (7) days' notice to Parking Manager and any appropriate resulting change in the Budget will be made promptly thereafter by Parking Manager.

7. Term. Parking Manager shall provide for the management of the Parking Facility for a term commencing on the date the First Amendment is executed by the City and the Parking Manager and shall continue for a term coinciding with the end of the term of the Original Agreement, including the first term and any options to renew.

8. Financial Terms.

8.1 Budget: Parking Manager submits herein the projected operating statement for the operation of the Parking Facility at Exhibit "C," for the remainder of fiscal year 2016

(August 1, 2016 through September 30, 2016), for fiscal year 2017 and for fiscal year 2018 through the end of the Original Agreement term (January 30, 2018). The proposed expenses for the Parking Facility are inclusive of a management fee and proposed operating expenses for the Parking Facility. The annual fee charged by the Parking Manager for management of the Parking Facility described in Exhibit "C" shall not exceed the amounts proposed herein. Parking Manager shall submit for approval to City, by March 1 prior to the beginning of each Fiscal Year, a proposed Budget with respect to the operation and management of the Parking Facility for the ensuing Fiscal Year. Both City and Parking Manager shall use good faith efforts to agree on each annual Budget submission. In the event City and Parking Manager cannot agree on a Budget for the ensuing year, the prior fiscal year's Budget shall control, until such time as a Budget is agreed upon.

8.2 Payment of Expenses and Management Fee: Parking Manager shall deposit the Gross Revenue within 24-48 hours into a bank account maintained by City. The Operating Expenses for each month's operation shall be disbursed by City as follows:

8.2.1 Parking Manager shall direct pay all Operating Expenses outlined at Exhibit "C."

8.2.2 City shall pay to Parking Manager a monthly management fee, as well as reimburse Parking Manager for the operating expenses, all as outlined at Exhibit "C" for the management of the Parking Facility, as invoiced by Parking Manager on a monthly basis. Such payment shall be made by City within fifteen (15) calendar days of receipt of invoice by City. Management fee shall be suspended during any period the Parking Facility cannot be utilized due to damage or other force majeure event.

8.3 Processing & Accounting for Receipts.

8.3.1 Parking Manager is responsible for the collection of cash within the parking garage facility and for recording such activity timely to Parking Manager's own cash receipts system. Such cash receipts system, relative to the utilization of an onsite cashier for special events must accommodate a triple copy receipts system (sequential numbering of receipts must be provided for) 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 should indicate the Facility location identifier, receipt no., the date paid, the amount paid, and nature of payment (i.e. cash or credit card). Parking Manager is responsible for the processing of all receipts for bank deposit with City providing for at least twice weekly pickup of bank deposits by an armed security service from Parking Manager's office location for deposit to the City's bank account. Parking Manager is required to 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. All reporting to the City's Treasury Division must be inclusive of a cash receipts processing report and shall be provided within 24 hours of processing of transactions.

8.3.2 Daily collection of cash and coins extracted from pay station(s) within parking garage facility - Parking Manager shall extract cash and coins from the pay station(s) and process the receipts in its own cash receipts system. Parking Manager is

responsible for generating pay station(s) audit reports to accompany each extraction of cash and coins from the pay station(s) and reconcile to the cash/coin counts. Parking Manager is responsible for taking a physical count of cash and coins and completing a bank deposit slip(s) for deposit of the collections. City shall provide a minimum of two weekly armored service pickups from Parking Manager's office location for physical deposit of pay station collections to the City's bank account. Parking Manager must arrange for deposit and pickup of pay station(s) collections within 48 hours of collection from pay station(s). For special events or holidays, Parking Manager shall make more frequent visits to the pay station(s) for collection of cash/coins as such volume of activity might warrant such. Parking Manager will provide for a secure safe (combination & key, with limited staff access) at local office site to hold pay station (and valet stations) collections pending armed service pickup. Parking Manager shall provide a copy of the pay station(s) 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 Treasury 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 designee)
or
Linda.dye@copbfl.com (or designee email) with copy to
Giselle.wishinsky@copbfl.com

A separate ledger account shall be established by location as follows:

- Pier Parking Garage

Parking Manager is required to provide a report to the City's Treasury Division for each deposit to indicate the name of the Parking Facility 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.

Parking Manager is responsible for administering any of the City's prepaid parking card programs or permit or decal programs relative to the Parking Facility, as applicable, or as may be implemented from time to time. Parking Manager shall be required to process and record receipts related to these programs. 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 should indicate, the name of the facility, the parking permit, decal or card no., receipt no., the date paid, the amount paid, and nature of payment and payment type (cash or credit card). Parking Manager is to prepare bank deposit slips for this activity and the City would provide for twice-weekly armed service pickup of such deposits. Parking Manager is responsible for recording this activity in a dedicated accounting system account (i.e. parking permits, parking

decals, parking card etc.) 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. Parking Manager is responsible for maintaining all applications and proof of qualification for each program item processed, in accordance with the City's records retention policy.

Any request for refunds pertaining to any of the activities discussed above must be handled by the City's Treasury Division and communicated to Parking Manager for update of Parking Manager's records and systems.

Parking Manager is 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.

Any parking citations issued relative to the Parking Facility provided herein shall be handled in accordance with terms and conditions established in the Original Agreement with Parking Manager.

City is responsible for establishing a payment processing mechanism for the processing of credit card transactions related to the management of the Parking Facility, to include remittance of all credit card processing fees and compliance with any and all industry standards and regulations governing such arrangements. That being said, Parking Manager is responsible for ensuring its employees are fully trained in such industry practices relative to appropriate security procedures when accepting credit cards directly from patrons, if applicable.

8.4 Parking Garage Ticket Dispenser Reconciliation: Each morning Parking Manager shall be responsible for recording the beginning ticket from each entrance's ticket dispenser and recording this number, along with the non-resettable count number from each entrance/exit device. The non-resettable number is a counter, built into the device that tracks the number of times that a gate has opened. At the end of each day, Parking Manager shall repeat this process. This process shall provide a starting and ending ticket number for each day, as well as a total number of tickets issued each day. Parking Manager will match the total number of tickets issued to the total number of tickets recovered each day, ensuring that this number matches the total number of times that the gate was vended "non-resettable count numbers". Parking Manager will then match the beginning and end of day ticket numbers, as well as the non-resettable count numbers, to the audit reports generated from the revenue control equipment.

9. Repairs and Emergency Expenses.

9.1 Repairs: City agrees to maintain the sidewalks and curb cuts adjacent to the Parking Facility in accordance with applicable municipal codes. City shall also be responsible for all repairs of a structural nature for the Parking Facility including, but not limited to, electrical, plumbing, pavement repair, painting of the structure, replacement of all mercury or sodium lighting tubes and ballasts, repairs to the walls and floors of the Parking Facility,

sinkholes, and maintenance of ventilation system and elevators. Any structural, mechanical, electrical or other installations or any alterations required by statutes or regulations pertaining to air quality, environmental protection, provisions for persons with disabilities or other similar governmental requirements shall be the sole responsibility of City. Parking Manager agrees to use reasonable diligence in the care and protection of the Parking Facility during the term of this First Amendment and to surrender the Parking Facility at the termination of this First Amendment in as good condition as received, ordinary wear and tear and other casualty excepted. Parking Manager shall report any damages or necessary maintenance and repair as soon as they are made known.

9.2 Emergency Expenses. City and Parking Manager agree to jointly coordinate preparing for emergency situations such as hurricane preparedness. The expenditure of funds by the Parking Manager for preparedness, repairs, and protection of public and private property will require the written or email approval of the City Manager or designee.

10. Meetings. City shall appoint an individual to serve as liaison with Parking Manager's on-site manager for the purpose of reviewing all matters under this First Amendment. The City's representative shall meet with Parking Manager's manager from time to time, either telephonically or in person, to carry out these purposes, but not less than once monthly.

11. Records and Audits.

11.1 Parking Manager shall install and maintain an accurate and efficient accounting system that accounts for all the Operating Expenses and Gross Revenue for the Parking Facility. Such accounting system shall be kept for the duration of the contract term and shall continue until the expiration of three years after contract termination or expiration. All records pertaining to Gross Revenue and Operating Expenses shall be available for examination and audit by City and its authorized representatives on reasonable request during normal business hours. Parking Manager shall conduct monthly audits of parking ticket utilization and monthly cash deposit activity. City shall have access to Parking Manager's self-audits of the operations and ticket utilization for the Parking Facility. In addition, 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. By mutual agreement, the Parking Manager and the City may choose to store the records in the parking office located at the Parking Facility.

11.2 Public Records.

11.2.1 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, as amended. Specifically, the Contractor shall:

11.2.1.1 Keep and maintain public records required by the City in order to perform the service.

11.2.1.2 Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

11.2.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

11.2.1.4 Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

11.2.2 Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

The failure of Parking Manager to comply with the provisions set forth in this section shall constitute a default and material breach of this Agreement and the City shall enforce the default in accordance with the provisions set forth in this First Amendment and Original Agreement or as provided by law.

11.3 Parking Manager shall inquire of the City's Finance Director or designee, within sixty (60) days of September 30 of each year as to whether an annual review of the design and operating effectiveness of parking Manager's system of internal controls over the parking management services to be provided herein needs to be performed annually, by a certified independent accountant, and if such a report is deemed necessary, provide a copy of the report (Report on Controls at a Service Organization) to the City's Finance Director or designee within 120 days of September 30th of each year. 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.

11.4 Parking Manager shall be provided adequate office and storage facilities within the Parking Facility with appropriate basic office finish and utilities to accommodate the on-site manager and any other personnel required to perform this First Amendment plus adequate storage for records and separate employee restroom facilities. To the extent possible, same shall be in sight of the main parking exit. Parking Manager has reviewed the existing office and storage facilities and finds them to be acceptable.

12. Insurance:

12.1 General Insurance Provisions. Each policy of insurance maintained pursuant to the following provisions of this First Amendment shall comply with the following requirements:

12.1.1 Within seven (7) days of execution of this First Amendment, the Parking Manager's insurance agent shall provide the City with evidence of the insurance coverages specified in this First Amendment in the form of Certificates of Insurance.

12.1.2 Each policy shall specifically provide for thirty (30) days' prior written notice to the City in the event of a cancellation, reduction or detrimental material change in coverage or change in the named insured.

12.1.3 Certificates of Insurance provided by Parking Manager shall name the City as additionally insured with respect to the insurance specified herein.

12.1.4 Each policy shall be issued by insurers of recognized financial responsibility and shall be licensed or permitted to do business in the state in which the Parking Facility is located

12.1.5 All insurance coverages are subject to a deductible amount not to exceed the lesser of (a) Parking Manager's actual out-of-pocket deductible (b) \$ 1,000.00, except Workers' Compensation which deductible shall be \$0 and the payment of the deductible amount of all claims will be an Operating Expense.

12.2 Parking Manager's Required Insurance Coverage. Parking Manager shall provide and maintain the following insurance coverages during the term of this First Amendment and shall obtain and maintain such other insurance and increase the amounts of the designated insurance coverages as City may request, subject to its availability.

12.2.1 General or Garage Liability:

\$1,000,000.00 combined single limit each occurrence for
bodily injury and property damage

12.2.2 Garagekeeper

\$1,500,000.00 limit - legal liability.

12.2.3 Automobile Liability: \$1,000,000.00

12.2.4 Umbrella Excess Coverage: \$26,000,000.00

12.2.5 Crime and Fidelity:

\$1,500,000.00 Commercial Blanket - including employee theft
\$1,500,000.00 Broad form money - inside
\$1,500,000.00 Broad form money - outside

12.2.6 Worker's Compensation and Employer Liability:

Coverage A - Statutory
Coverage B - \$500,000.00 BI Accident
\$500,000.00 BI Disease - each employee
\$500,000.00 BI Disease - policy limit

Premiums, with respect to policies required of the Parking Manager, shall be paid by the Parking Manager and premiums directly attributable to the management of the Parking Facility shall constitute an Operating Expense. Parking Manager may purchase such insurance on a blanket policy or binder provided that City's protection shall not be diminished by claims at other locations and the amounts provided above shall be available for the Parking Facility.

12.3 City's Required Insurance Coverage: City shall obtain and maintain fire and extended coverage insurance covering the Parking Facility and Personal Property contained therein.

13. Default. Either party shall have the right to terminate this First Amendment in the event the other party has failed to perform any of the terms and conditions specified herein, if said failure has been called to the attention of the responsible party in writing via certified mail and that party has not corrected said failure within thirty (30) days of receipt of written notice (except as is provided in paragraph 9.2D). In the event of such termination, Parking Manager agrees to vacate the Parking Facility by midnight of the (90th) day after delivery of said notice.

14. Capital Improvements and Equipment. The cost of all capital equipment and improvements, as the case may be shall constitute Expenses of City.

15. Assignment. Parking Manager shall not assign its rights nor delegate its duties hereunder in whole, without the prior written consent of City.

16. Permits and Licenses. Parking Manager shall apply for and secure, on City's behalf, all municipal or other permits and licenses required for the provision of management services for the Parking Facility and carry out the responsibilities under all permits and licenses to the public and to the agencies having jurisdiction. Expenses incurred by Parking Manager in discharging its responsibilities under this section shall be an Operating Expense.

17. Restrictive Covenant. Unless otherwise agreed to in writing, Parking Manager agrees that neither Parking Manager nor any of their affiliates or subsidiaries, shall employ in any capacity, any person that the City has had in its employ during this First Amendment. This provision shall survive expiration or other termination of this First Amendment for a period of one (1) year.

18. Laws and Ordinances.

Parking Manager and City agree to comply with all applicable federal, state and local laws, rules, regulations, ordinances, and orders of such related to the parties under this First Amendment, and such governing laws thereby and hereby incorporated by reference into this First Amendment. Any expenses incurred by Parking Manager by reason of this section shall be included as an Operating Expense.

19. No Presumptions. This First Amendment shall be construed without regard to any presumption or rule of law or equity regarding a construction of this First Amendment against the party causing this First Amendment to be drafted or prepared. Any provision of this First Amendment prohibited by law, invalid by any law, or invalid by any order of authority with lawful jurisdiction shall be effective only to the extent of such prohibition or invalidity, without in any manner invalidating or affecting the remaining provisions of this First Amendment, such provision being deemed severable.

20. Entire First Amendment. This instrument contains the entire First Amendment between the parties and no statements, promises, or inducements made by either party to this First Amendment or any agent of either party to this First Amendment that is not contained within this written First Amendment, shall be valid or binding upon the other party. This First Amendment shall not be enlarged, modified, or altered in any manner, except in writing signed by all parties to this First Amendment.

21. Authority. Both persons signing this First Amendment on behalf of the City and Parking Manager represent and warrant that they have full authority to enter into this First Amendment on behalf of the party represented. This First Amendment shall be deemed to have been accepted and its terms enforceable only upon execution thereof by both parties.

22. Duties. City in no event shall be construed as a partner or associate of Parking Manager nor shall it be liable for any of Parking Manager's debts. Likewise, Parking Manager is the manager acting on behalf of City and is not a fiduciary for City.

23. Governing Law. This First Amendment shall be deemed to have been made, governed by and interpreted in accordance with, the laws of the State in which the Parking Facility management services are performed. Any action brought by either party to enforce the terms of this First Amendment shall be brought in Broward County, Florida.

24. Notices. Any notice, approval or other communication required hereunder shall be deemed given in writing and personally given or mailed by U.S. Registered or Certified mail, addressed as follows:

If to City:

Dennis Beach, City Manager
City of Pompano Beach
100 West Atlantic Blvd, 4th Floor
Pompano Beach, FL 33060
Email: dennis.beach@copbfl.com

and to:

Suzette Sibble, Finance Director
City of Pompano Beach, Florida
100 W. Atlantic Boulevard
Room No.480
Pompano Beach, FL 33060
Email: suzette.sibble@copbfl.com

Robert McCaughan, Public Works Director
City of Pompano Beach, Florida
1201 NE 5th Avenue
Pompano Beach, FL 33060
Email: robert.mccaughan@copbfl.com

If to Parking Manager:

Mark Pratt, President & CEO
Denison Parking, Inc.
200 Century Building
36 South Pennsylvania Street
Indianapolis, IN 46204
Email: mpratt@denisonparking.com

and to:

Jeff Lantz, Director of Operations
Denison Parking, Inc.
1937 E. Atlantic Boulevard, No.102
Pompano Beach, FL 33060
Email: jlantz@denisonparking.com

Or to such other address as last designated by such addressee in written notice.

25. Termination.

Upon the expiration or earlier termination of this First Amendment, or as otherwise agreed in writing by the parties, Parking Manager shall:

25.1 Deliver to City or City's agent copies of current fiscal year Gross Revenue account activity, and maintenance and service contracts pertaining to the operation of the Parking Facility; and

25.2 Provide to City a list of all vendors, including names and addresses, for the providers of equipment and services for the Parking Facility; and

25.3 Deposit to City's bank account, within 24-48 hours of receipt any and all gross receipts not yet deposited; and

25.4 Deliver to City a comprehensive list of all open insurance claims, including the status of each; and

25.5 Return all Personal Property in the same condition as originally accepted, normal wear and tear excepted; and

25.6 At request of City, shall use its best effort to work with City or City's agent for a period of not less than sixty (60) days prior to discontinuance of this First Amendment to make a smooth transition of management services and operation of the Parking Facility from one entity to the other at no additional fee other than that provided herein.

26. Security Services. City expressly acknowledges that the Parking Manager's obligations in connection with the management, operation and promotion of the Parking Facility and employment of persons in connection therewith, do not include the rendition of service, supervision or furnishing of personnel in connection with the personal safety and security of employees, tenants, customers or other persons within and about the Parking Facility. Parking Manager does not have knowledge or expertise as a guard or security service and does not employ personnel for that purpose, nor do Parking Manager's employees undertake the obligation to guard or protect customers against the intentional acts of third parties. City shall determine, at City's discretion, whether and to what extent any precautionary warnings, security devices or security services may be required to protect patrons in and about the Parking Facility.

IN WITNESS THEREOF, the parties have executed this First Amendment the day and year first above written.

"CITY":

Witnesses:

CITY OF POMPAÑO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this _____ day of _____, 2016 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are 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:

By: _____

Print Name

Print Name

Title: _____

Print Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____ as _____ of DENISON PARKING, INC., an Indiana corporation, authorized to do business in the State of Florida, 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 _____

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

CLS:jrm
7/5/16
L:agr/finance/2016-1006

EXHIBIT A
ORIGINAL AGREEMENT

Exhibit A

Original
Denison
Resolution +
RFP

ORDINANCE NO. 2015- 24

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.

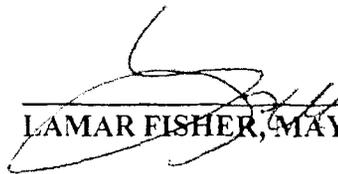
SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

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.

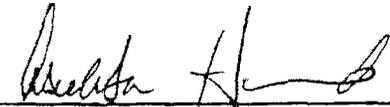
PASSED FIRST READING this 13th day of January, 2015.

PASSED SECOND READING this 27th day of January, 2015.



LAMAR FISHER, MAYOR

ATTEST:


for _____
MARY L. CHAMBERS, CITY CLERK

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

Orig. 2

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

REAL & PERSONAL PROPERTY

comprehensive form Consultant must show proof they have this coverage.

EXCESS LIABILITY

<input type="checkbox"/>	umbrella form	bodily injury and property damage		
<input type="checkbox"/>	other than umbrella	combined	\$2,000,000.	\$2,000,000.

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.

Parking Manager 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.

10. HOLD HARMLESS AND INDEMNIFICATION. Parking Manager 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 directly out of any act or omission by the Parking Manager, whether to any person or property to which the City or said parties may be subject, except that neither the Parking Manager 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 negligence of the City or any of its officers, agents or employees.

11. TERMINATION. Each party shall have the right to terminate this Agreement, in whole or in part, with or without cause, and for its convenience, when in that party's sole discretion it deems such termination is its best interest, upon ninety (90) days prior written notice. Payment for Services rendered shall be made in accordance with this Agreement. Upon termination, this Agreement shall have no further force or effect and the parties shall be relieved of all further liability hereunder, except that the provisions of this Section and the provisions regarding the right to audit, insurance, indemnification, governing law and litigation shall survive termination of this Agreement and remain in full force and effect.

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

Sandra M. Morway

By: [Signature]
LAMAR FISHER, MAYOR

Shelley R. Basthdonew

By: [Signature]
DENNIS W. BEACH, CITY MANAGER

Attest:

[Signature]
for MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved As To Form:

[Signature]
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 30th day of January,
2015 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.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY'S SEAL:



KRYSTAL AARON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE974865
Expires 2/14/2017

Krystal Aaron
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"PARKING MANAGER"

DENISON PARKING, INC.

Witnesses:

[Signature]

[Signature]

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 30th day of January,
2015, by Mark Pratt as President & CEO
of DENISON PARKING, INC., a 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:

[Signature]
NOTARY PUBLIC, STATE OF Indiana

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

583332
Commission Number

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

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 30th day of January, 2015 by ASCELETA HAMMOND, as Acting City Clerk of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation, who is personally known to me.



NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA



KRYSTAL AARON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE874885
Expires 2/14/2017

Krystal Aaron

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

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 EnforcementDATE: 9/10/2014REVISION: 41942LOCATON #: 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:	<u>36,507.08</u>	<u>30,950.16</u>	<u>34,327.08</u>	<u>30,591.12</u>	<u>30,502.08</u>	<u>49,000.12</u>	<u>31,259.08</u>	<u>31,939.10</u>	<u>30,114.10</u>	<u>30,979.10</u>	<u>30,114.10</u>	<u>30,502.08</u>	<u>396,785.16</u>

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	\$	<u>1,500</u>

\$ 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

Category	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
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

DATE: 9/10/2014

REVISION 0

LOCATION # 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						

	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
Total Facility Spaces		1,355		\$ 1.37		\$ 154.70	\$ 1,856.35
Employees							
Part Time		4					
Full Time		4					
Total		8		\$ 4.92		\$ 85.25	\$ 1,023.05
Total Facility Desktops		1		\$ 128.60		\$ 128.60	\$ 1,543.20
Include Thin Clients - DO NOT INCL System PC's for WPS, Amano, Federal, etc.							
Group Health (No. of Employees in plan)		4		\$ 184.00		\$ 61.33	\$ 736.00
Monthly Reporting, Balancing Checking Acct, Etc.					\$ 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/departments_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 1/2" 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: <i>MINIMUM \$1,000,000 per OCCURRENCE / \$1,000,000 AGGREGATE</i>		
* 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 property damage	
XX contractual insurance	combined	
XX broad form property 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	bodily injury and property damage	
XX hired	combined	
XX non-owned		

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.
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 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.	0-35
B. References History and performance of firm/project team on similar projects. References and recommendations from previous clients.	0-5
C. Resources and Methodology 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.	0-15
D. Location of Regional Office Proximity to Pompano Beach Office location.	0-5
E. Cost 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.	0-40
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 variiances to the RFP terms, conditions, and specifications, the material nature, number, and extent of variiances 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 D

PARKING MANAGER'S BID RESPONSE

www.pompanobeachfl.gov/denisonparkinginc

EXHIBIT B
PARKING FACILITY

OPERATING EXPENSES (Section 2.6)

1. Management Fee
2. Payroll:
 - A. Salaries and wages of all Parking Manager personnel assigned to and performing work at the Parking Facility, including general manager, manager, assistant managers, bookkeepers, parking attendants, cashiers, custodians, maintenance personnel, and auditors.
 - B. Payroll taxes, including without limitation workers' compensation, unemployment insurance and social security.
 - C. Parking Manager's existing standard benefits have been approved by City and Parking Manager for inclusion in Operating Expenses and City agrees to review and consent to any reasonable modification thereof made applicable to all Parking Manager's employees.
 - D. Overtime premium wages for employees who have worked in excess of forty (40) hours per week at the Parking Facility only, not to exceed 10% of total compensation in any month.
3. Telephone and data line expenses originating from and relating to the operation of the Parking Facility only.
4. All expenses of complying with any and all requirements of all federal, state and municipal legislative enactments, and other governmental or municipal regulations directly related to Parking Facility, including license and permit fees.
5. All expenses of cleaning, operating, maintaining and repairing the Parking Facility to the extent not provided herein to be performed by City, including, without limitation, any and all expenses incurred for the cleaning of all surface areas, cleaning and maintaining of all parking equipment, and for the striping and line painting of all parking areas.
6. Expenses associated with employee uniforms for Employees stationed at the Parking Facility.

7. Insurance premiums and applicable deductibles directly attributable to the Parking Facility.
8. Sundry items for use at the Parking Facility, such as parking tickets, reports and other standard forms, monthly cards, housekeeping supplies and equipment, office supplies and postage.
9. Expenses associated with the purchase, maintenance and upkeep of directional signs, rate and other signs for use within the Parking Facility.
10. Employment expenses incurred for the purpose of filling personnel needs at the Parking Facility such as advertising, screening tests, background checks.
11. Equipment and fixtures related to the access, operational efficiency, customer service and revenue control of the Parking Facility, such as gate arms, cashier booths, clearance bars, etc.
12. A monthly administrative fee determined annually and included in the approved Budget during the term of this First Amendment to cover Parking Manager's overhead cost of providing certain location specific accounting services for the Parking Facility such as payroll processing, accounts receivable processing, etc.
13. All other ordinary and direct expenses associated with the operation of the Parking Facility which have been itemized with reasonable specificity in any approved Budget and/or which have been otherwise approved by City.
14. Maintenance and monitoring of all elevators and escalators serving the Parking Facility, if any.
15. Emergency expenses as approved in writing or email by City.

EXPENSES OF PARKING MANAGER (Section 2.7)

1. Salaries and wages of any person not assigned to the parking facility by Parking Manager.
2. Parking Manager's corporate business taxes and personal property taxes on Parking Manager's property.
3. Any charitable contributions by Parking Manager.

4. Travel expenses of all personnel and all indirect overhead expense and compensation expense of headquarters or executive personnel.
5. Expenses of Parking Manager not related to Parking Facility.

EXPENSES OF CITY (Section 2.8)

1. Salaries and wages of all employees of City.
2. Expenses incurred by City in the supervision of obligations of Parking Manager.
3. Insurance premiums for those coverages which are provided by City.
4. Legal and third party auditing fees, except as otherwise set forth in this First Amendment.
5. Real and personal property taxes, sales tax if any, debt service and occupancy tax.
6. Taxes pertaining to City, such as franchise, income or corporate taxes and debt service with respect to the Parking Facility.
7. Capital expenditures, improvements and alterations, major structural repairs and repairs to HVAC, elevators, plumbing and electrical systems, including all architectural and engineering fees, but not including routine minor repairs which are typically performed by routine maintenance employees.
8. Repairs caused or required by improper construction or design of Parking Facility including, without limitation by specification, settlement, collapse or inadequacy of structure.
9. Expenses of City not related to Parking Facility.
10. Costs of payroll and equipment of security personnel.
11. Utilities expense of the Parking Facility.
12. Cost of any alterations or improvements to the parking facility required as a result of the American's with Disabilities Act or other governmental regulations.

EXHIBIT C
PROJECTED PROFIT AND LOSS OPERATING STATEMENT
PARKING FACILITY
(FISCAL YEARS 2016, 2017 & 2018)

CONFIDENTIAL CONFIDENTIAL CONFIDENTIAL CONFIDENTIAL CONFIDENTIAL

DENISON PARKING, INC.

BUDGET SUMMARY 2016

Location Name: Pompano Beach Garage

Number of Spaces 609

Location # : _____

Revision: _____

Submitted by: Lantz

Date: May 2, 2016

CONFIDENTIAL CONFIDENTIAL CONFIDENTIAL CONFIDENTIAL CONFIDENTIAL

**Operating Assumptions
FY 2016 Budget**

- 1 Hourly rate for the FY 2016 year will be \$1.25 Per Hour.
This rate can be changed on the fly along with Flat Rate capability for events.

- 2 Monthly Parking Rates to be \$150

- 3 There will be no Retail or Restaurant operations to consider in FY 2016

- 4 Custodian / Maintenance staff has been considered 7 days per week.

- 5 Weekend Day and Evening supervisor hours have been considered for customer service

- 6

- 7

- 8

- 9

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
OPERATING REVENUE													
Monthly	-	-	-	-	-	-	-	600	900	-	-	-	1,500
Transient	-	-	-	-	-	-	-	32,938	31,875	-	-	-	64,813
Event	-	-	-	-	-	-	-	-	-	-	-	-	-
Valet Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
Control Card	-	-	-	-	-	-	-	-	-	-	-	-	-
Over / Under Sales	-	-	-	-	-	-	-	-	-	-	-	-	-
Rental Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Coupon Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Validation Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Late Payment Fee Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Sales Tax	-	-	-	-	-	-	-	(1,898)	(1,855)	-	-	-	(3,754)
OPERATING REVENUE	-	-	-	-	-	-	-	31,639	30,920	-	-	-	62,559
OPERATING EXPENSES													
Advertising	-	-	-	-	-	-	-	-	-	-	-	-	-
Armored Car Service	-	-	-	-	-	-	-	-	-	-	-	-	-
Data Processing Fee	-	-	-	-	-	-	-	-	-	-	-	-	-
Control Card Refund	-	-	-	-	-	-	-	-	-	-	-	-	-
Contributions	-	-	-	-	-	-	-	-	-	-	-	-	-
Contract Labor	-	-	-	-	-	-	-	-	-	-	-	-	-
Damage & Repair	-	-	-	-	-	-	-	-	-	-	-	-	-
Depreciation	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Expenditures	-	-	-	-	-	-	-	-	-	-	-	-	-
Expense & Supplies	-	-	-	-	-	-	-	1,706	256	-	-	-	1,962
Fuel Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-
Housekeeping	-	-	-	-	-	-	-	225	225	-	-	-	450
Insurance	-	-	-	-	-	-	-	1,180	1,180	-	-	-	2,360
Insurance Group	-	-	-	-	-	-	-	1,427	1,427	-	-	-	2,853
Insurance Workman Comp	-	-	-	-	-	-	-	589	589	-	-	-	1,178
POF Monitoring	-	-	-	-	-	-	-	1,800	1,800	-	-	-	3,600
Maintenance	-	-	-	-	-	-	-	1,050	800	-	-	-	1,850
Management Fee	-	-	-	-	-	-	-	1,500	1,500	-	-	-	3,000
Base Rent (Lease account)	-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Credit Card Processing Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
401K Contribution Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Administrative Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Security Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Traffic Control	-	-	-	-	-	-	-	-	-	-	-	-	-
Snow Removal	-	-	-	-	-	-	-	-	-	-	-	-	-
Taxes FICA	-	-	-	-	-	-	-	833	833	-	-	-	1,665
Taxes Fed U C	-	-	-	-	-	-	-	120	120	-	-	-	239
Taxes State U C	-	-	-	-	-	-	-	588	588	-	-	-	1,175
Hotel Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Union Welfare Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Uniforms & Laundry	-	-	-	-	-	-	-	-	-	-	-	-	-
Utilities	-	-	-	-	-	-	-	-	-	-	-	-	-
Utilities - Telephone	-	-	-	-	-	-	-	600	600	-	-	-	1,800
Vehicle Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Wage	-	-	-	-	-	-	-	10,884	10,884	-	-	-	21,767
OPERATING EXPENSES:	-	-	-	-	-	-	-	22,500	20,800	-	-	-	43,300
Percentage Management Fee:	-	-	-	-	-	-	-	-	-	-	-	-	-
Percentage Rent:	-	-	-	-	-	-	-	-	-	-	-	-	-
OPERATING INCOME:	-	-	-	-	-	-	-	9,139	10,120	-	-	-	19,259

LOCATION: Pompano Beach Garage

DATE: 5/2/2016

REVISION 0

LOCATION #: 0

[Return to Summary](#)

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													\$0
Armored Car													\$0
Background Checks													\$0
Bottled Water													\$0
Business Cards													\$0
Control Cards	\$0						\$0						\$0
Coupon Books													\$0
Customer Appreciation													\$0
Employment Ads						\$0	\$0	\$300		\$0			\$300
Payroll Processing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$639
Keys/Safe & lock rekey													\$0
Letterhead/Envelops													\$0
Light Bulbs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Mileage Reimb													\$0
Group Health Admin	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$31	\$31	\$0	\$0	\$0	\$368
New Booths													\$0
A/P Pymnt Processing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$904
Office Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150	\$150	\$0	\$0	\$0	\$300
Pagers													\$0
IT Support	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,543
Parking Permits/Hang Tag													\$0
Receipt Tape	\$0						\$0	\$300					\$300
Event Tickets		\$0						\$0					\$0
Valet Tickets		\$0						\$0					\$0
Spitter Tickets		\$0						\$500					\$500
I&E / GL Reporting	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,348
Validations													\$0
Postage/FedEx	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50	\$50	\$0	\$0	\$0	\$100
Paris Maintenance	\$0						\$0						\$0
Geneva	\$0						\$0						\$0
HR Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Safety Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25	\$25	\$0	\$0	\$0	\$50
Fire Safety	\$0			\$0			\$0	\$350		\$0			\$350
													\$0
													\$0
Total:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,706	\$256	\$0	\$0	\$0	\$1,962

LOCATION: Pompano Beach Garage

DATE: 5/2/2016

REVISION 0

LOCATION #: 0

[Return to Summary](#)

HOUSEKEEPING EXPENSE

Category:

660	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Brooms / Brushes/ Oil Dry	0	0	0	0	0	0	0	25	25	0	0	0	\$50
Cleaning Supplies	0	0	0	0	0	0	0	75	75	0	0	0	\$150
Sweeper Repair & Supplies													\$0
Toilet Supplies													\$0
Garage Sweeping (\$3.83/space)						0							\$0
Garage Scrubbing (\$4.44/space)	0					0							\$0
Janitorial Svc													\$0
Pest Control SVC													\$0
Power Washing													\$0
Sweeper Fuel													\$0
Trash Bags / Containers	0	0	0	0	0	0	0	125	125	0	0	0	\$250
Trash Removal	0	0	0	0	0	0	0	0	0	0	0	0	\$0
Other:													\$0
													\$0
													\$0
													\$0
Total	\$0	\$225	\$225	\$0	\$0	\$0	\$450						

MAINTENANCE EXPENSE

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Building Repair													\$0
Elevator Maintenance Contract	0	0	0	0	0	0	0	800	800	0	0	0	\$1,600
Landscaping/Flowers/Mowing													\$0
Maintenance Contract Billings													\$0
Repairs to Parking Equipment													\$0
Wages / Maintenance personnel													\$0
All expenses to repair or replace existing parking equipment													\$0
Other:													\$0
Paint - Curbs,bollards,walls,etc		0	0	0	0	0		250			0		\$250
Garage Striping (\$4.34/space)						0							\$0
													\$0
													\$0
Total	\$0	\$1,050	\$800	\$0	\$0	\$0	\$1,850						

LOCATION: Pompano Beach Garage

DATE: 5/2/2016

REVISION: 0

LOCATION #: 0

[Return to Summary](#)

LIABILITY INSURANCE

Monthly liability insurance number from financial statement 626

# of spaces:	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Fixed	-	-	-	-	-	-	-	-	-	-	-	-	-
Variable	-	-	-	-	-	-	-	120	120	-	-	-	240
Total	-	-	-	-	-	-	-	1,180	1,180	-	-	-	2,360

GROUP INSURANCE

Enter the number of employees by type of coverage

Single	<u>1</u>	-	-	-	-	-	-	504	504	-	-	-	1,009
Single + Dep.		-	-	-	-	-	-	-	-	-	-	-	-
Single + Spouse	<u>1</u>	-	-	-	-	-	-	922	922	-	-	-	1,844
Family		-	-	-	-	-	-	-	-	-	-	-	-
Total:	<u>2</u>	-	-	-	-	-	-	1,427	1,427	-	-	-	2,853

DAMAGE & REPAIR

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Stolen articles													\$0
Deductible													\$0
Lime / Water spots													\$0
Damage to customers vehicle (gate arm)													\$0
Total:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

ADMINISTRATIVE EXPENSE

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
I/T Support (\$35/PC/month)													0
Monthly P/L Generation													0
Payroll Administration													0
Other (Define)													0
Total:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

UTILITIES

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Electric	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water / Sewer													\$0
Natural Gas													\$0
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Total

LOCATION: Pompano Beach Garage
FL

DATE: 5/2/2016 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	\$0	\$0.00	\$0.00	\$0.00	\$0.00		
February	\$0	\$0.00	\$0.00	\$0.00	\$0.00	8	State
March	\$0	\$0.00	\$0.00	\$0.00	\$0.00		IN
April	\$0	\$0.00	\$0.00	\$0.00	\$0.00		NJ
May	\$0	\$0.00	\$0.00	\$0.00	\$0.00		VA
June	\$0	\$0.00	\$0.00	\$0.00	\$0.00		NV
July	\$0	\$0.00	\$0.00	\$0.00	\$0.00		DC
August	\$10,884	\$119.72	\$587.72	\$832.61	\$588.81		MD
September	\$10,884	\$119.72	\$587.72	\$832.61	\$588.81		LA
October	\$0	\$0.00	\$0.00	\$0.00	\$0.00		FL
November	\$0	\$0.00	\$0.00	\$0.00	\$0.00		GA
December	\$0	\$0.00	\$0.00	\$0.00	\$0.00		NY
							MA
	\$21,767	\$239.44	\$1,175.44	\$1,665.21	\$1,177.62		

	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
Total Facility Spaces		660	\$ 1.37			\$ 75.35	\$ 904.20
Employees		4					
Part Time		1					
Full Time		5					
Total	\$ 4.92					\$ 53.28	\$ 639.40
Total Facility Desktops		1		\$ 128.60		\$ 128.60	\$ 1,543.20
Include Thin Clients - DO NOT INCL System PC's for WPS, Amano, Federal, etc.							
Group Health (No. of Employees in plan)		2	\$ 184.00			\$ 30.67	\$ 368.00
Monthly Reporting, Balancing Checking Acct, Etc.					\$ 279.00	\$ 279.00	\$ 3,348.00
						\$ 566.90	\$ 6,802.80

LOCATION: Pompano Beach Garage

DATE: 5/2/2016

REVISION 0

LOCATION #: 0

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PAYROLL SUMMARY WORKSHEET

Month	Base Wages	Sick Pay	Vacation Pay	Event Pay	Training	Monthly Total
January	\$11,235	\$ -	\$ 34.33	\$0		\$0
February	\$9,830	\$ -	\$ 34.33	\$0		\$0
March	\$11,235	\$ -	\$ 34.33	\$0		\$0
April	\$10,533	\$ -	\$ 34.33	\$0		\$0
May	\$11,235	\$ -	\$ 34.33	\$0		\$0
June	\$10,533	\$ -	\$ 34.33	\$0		\$0
July	\$11,235	\$ -	\$ -	\$0		\$0
August	\$10,884	\$ -	\$ -	\$0		\$10,884
September	\$10,884	\$ -	\$ -	\$0		\$10,884
October	\$10,884	\$ -	\$ -	\$0		\$0
November	\$10,884	\$ -	\$ -	\$0		\$0
December	\$11,235	\$ -	\$ -	\$0		\$0

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

\$130,605	\$ -	\$ 206.00	\$0	\$0	\$21,767
	\$ 1,186.56	\$ 412.00			

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.

EXHIBIT C
(cont.)

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DENISON PARKING, INC.

BUDGET SUMMARY 2017

Location Name: Pompano Beach Garage

Number of Spaces 609

Location # : _____

Revision: _____

Submitted by: Lantz

Date: May 2, 2016

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**Operating Assumptions
2017 Budget**

- 1 Hourly rate considered for this document will be \$1.25 Per Hour.
This rate can be changed on the fly along with Flat Rate capability for events.
Events Christmas Weekend, New Year Weekend, Seafood Festival, 4th of July, etc.
- 2 Monthly Parking Rates to be \$150
No discount was considered for Area Employees, Full Time or Winter Residents
- 3 If On Street rates remain the same as the garage, demand for the garage may be negatively affected.
- 4 It is anticipated that Monthly Parking Demand will increase during Season and after Retail comes online in September 2017
- 5
- 6
- 7
- 8
- 9
- 10

LOCATION: Pompano Beach Garage

DATE: 5/2/2016

REVISION 0

LOCATON #: 0

BUDGET SUMMARY 2017

	2017 <u>Jan</u>	2017 <u>Feb</u>	2017 <u>Mar</u>	2017 <u>Apr</u>	2017 <u>May</u>	2017 <u>June</u>	2017 <u>July</u>	2017 <u>Aug</u>	2017 <u>Sept</u>	2016 <u>Oct</u>	2016 <u>Nov</u>	2016 <u>Dec</u>	<u>Total</u>
<u>OPERATING REVENUE</u>													
Monthly	10,500	10,500	10,500	10,500	3,000	3,000	3,000	3,000	3,000	3,900	8,400	8,400	77,700
Transient	39,525	35,700	39,525	31,875	32,938	31,875	32,938	32,938	31,875	32,938	38,250	39,525	419,900
Event	-	-	-	12,000	-	-	6,000	-	-	-	-	-	18,000
Valet Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
Coupon Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Validation Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Late Payment Fee Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Sales Tax	(2,832)	(2,615)	(2,832)	(3,078)	(2,034)	(1,974)	(2,374)	(2,034)	(1,974)	(2,085)	(2,641)	(2,713)	(29,185)
OPERATING REVENUE	47,193	43,585	47,193	51,297	33,903	32,901	39,564	33,903	32,901	34,752	44,009	45,212	486,415
<u>OPERATING EXPENSES</u>													
Expense & Supplies	1,557	1,367	667	1,117	667	867	1,317	1,167	667	1,017	10,667	667	21,743
Fuel Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-
Housekeeping	195	195	195	195	195	395	195	195	195	195	195	195	2,540
Insurance	1,180	1,180	1,180	1,180	1,180	1,180	1,180	1,180	1,180	1,180	1,180	1,180	14,160
Insurance Group	1,427	1,427	1,427	1,427	1,427	1,427	1,427	1,427	1,427	1,427	1,427	1,427	17,118
Insurance Workman Comp	616	539	616	578	616	578	616	597	597	597	597	616	7,162
POF Monitoring	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	21,600
Maintenance	800	1,050	800	800	800	800	800	1,050	800	800	800	800	10,100
Management Fee	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	18,000
Miscellaneous Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Traffic Control	-	-	-	-	-	-	-	-	-	-	-	-	-
Taxes FICA	871	763	871	817	871	817	871	844	844	844	844	871	10,128
Taxes Fed U C	125	110	125	117	125	117	125	121	121	121	121	125	1,456
Taxes State U C	615	538	615	577	615	577	615	596	596	596	596	615	7,149
Uniforms & Laundry	-	-	-	-	-	300	-	-	-	-	-	-	300
Utilities	-	-	-	-	-	-	-	-	-	-	-	-	-
Utilities - Telephone	500	500	500	500	500	500	500	500	500	500	500	500	6,000
Vehicle Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Wage	11,386	9,972	11,386	10,679	11,386	10,679	11,386	11,032	11,032	11,032	11,032	11,386	132,387
OPERATING EXPENSES:	22,571	20,941	21,681	21,286	21,681	21,536	22,331	22,009	21,259	21,609	31,259	21,681	269,843
Percentage Management Fee:	-	-	-	-	-	-	-	-	-	-	-	-	-
Percentage Rent:	-	-	-	-	-	-	-	-	-	-	-	-	-
OPERATING INCOME:	24,622	22,644	25,512	30,011	12,222	11,365	17,233	11,895	11,642	13,144	12,751	23,531	216,572

LOCATION: Pompano Beach Garage

DATE: 5/2/2016

REVISION 0

LOCATION #: 0

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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													\$0
Armored Car													\$0
Background Checks													\$0
Bottled Water													\$0
Business Cards													\$0
Control Cards	\$0												\$0
Coupon Books													\$0
Customer Appreciation													\$0
Employment Ads						\$200				\$0			\$200
Payroll Processing	\$53	\$53	\$53	\$53	\$53	\$53	\$53	\$53	\$53	\$53	\$53	\$53	\$639
Keys/Safe & lock rekey													\$0
Letterhead/Envelops													\$0
Light Bulbs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Mileage Reimb													\$0
Group Health Admin	\$31	\$31	\$31	\$31	\$31	\$31	\$31	\$31	\$31	\$31	\$31	\$31	\$368
New Booths													\$0
A/P Pymnt Processing	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$904
Office Supplies	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$600
SSAE 16 Audit											\$10,000		\$10,000
IT Support	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$1,543
Parking Permits/Hang Tag													\$0
Receipt Tape	\$300						\$300						\$600
Event Tickets		\$200						\$0					\$200
Valet Tickets		\$0						\$0					\$0
Spitter Tickets		\$500						\$500					\$1,000
I&E / GL Reporting	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$3,348
Validations													\$0
Postage/FedEx	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$600
Paris Maintenance	\$120						\$0						\$120
Geneva	\$120						\$0						\$120
HR Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Safety Supplies	\$0	\$0	\$0	\$100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100
Fire Safety	\$350			\$350			\$350			\$350			\$1,400
													\$0
													\$0
Total:	\$1,557	\$1,367	\$667	\$1,117	\$667	\$867	\$1,317	\$1,167	\$667	\$1,017	\$10,667	\$667	\$21,743

LOCATION: Pompano Beach Garage

DATE: 5/2/2016

REVISION 0

LOCATION #: 0

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HOUSEKEEPING EXPENSE

Category:

660	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Brooms / Brushes/ Oil Dry	0	0	0	0	0	200	0	0	0	0	0	0	\$200
Cleaning Supplies	75	75	75	75	75	75	75	75	75	75	75	75	\$900
Sweeper Repair & Supplies													\$0
Toilet Supplies													\$0
Garage Sweeping (\$3.83/space)						0							\$0
Garage Scrubbing (\$4.44/space)	0					0							\$0
Janitorial Svc													\$0
Pest Control SVC													\$0
Power Washing Fuel	20	20	20	20	20	20	20	20	20	20	20	20	\$240
Sweeper Fuel													\$0
Trash Bags / Containers	100	100	100	100	100	100	100	100	100	100	100	100	\$1,200
Trash Removal	0	0	0	0	0	0	0	0	0	0	0	0	\$0
Other:													\$0
													\$0
													\$0
													\$0
													\$0
Total	\$195	\$195	\$195	\$195	\$195	\$395	\$195	\$195	\$195	\$195	\$195	\$195	\$2,540

MAINTENANCE EXPENSE

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Building Repair													\$0
Elevator Maintenance Contract	800	800	800	800	800	800	800	800	800	800	800	800	\$9,600
Landscaping/Flowers/Mowing													\$0
Maintenance Contract Billings													\$0
Repairs to Parking Equipment													\$0
Wages / Maintenance personnel													\$0
All expenses to repair or replace existing parking equipment													\$0
Other:													\$0
Paint - Curbs, bollards, walls, etc		250			0	0		250			0		\$500
Garage Striping (\$4.34/space)						0							\$0
													\$0
													\$0
Total	\$800	\$1,050	\$800	\$800	\$800	\$800	\$800	\$1,050	\$800	\$800	\$800	\$800	\$10,100

LOCATION: Pompano Beach Garage
FL

DATE: 5/2/2016 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	\$11,386	\$125.24	\$614.83	\$871.01	\$615.97						
February	\$9,972	\$109.69	\$538.48	\$762.85	\$539.48	8	State	U/C Rate	WC Rate	WC Admin	WC Total
March	\$11,386	\$125.24	\$614.83	\$871.01	\$615.97		IN	0.0315	0.0157	0.0030	0.01870
April	\$10,679	\$117.47	\$576.66	\$816.93	\$577.72		NJ	0.0660	0.0563	0.0055	0.06180
May	\$11,386	\$125.24	\$614.83	\$871.01	\$615.97		VA	0.0433	0.0188	0.0045	0.02330
June	\$10,679	\$117.47	\$576.66	\$816.93	\$577.72		NV	0.0120	0.0295	0.0070	0.03650
July	\$11,386	\$125.24	\$614.83	\$871.01	\$615.97		DC	0.0290	0.0198	0.0059	0.02570
August	\$11,032	\$121.35	\$595.74	\$843.97	\$596.85		MD	0.0730	0.0504	0.0059	0.05630
September	\$11,032	\$121.35	\$595.74	\$843.97	\$596.85		LA	0.0010	0.0291	0.0030	0.03205
October	\$11,032	\$121.35	\$595.74	\$843.97	\$596.85		FL	0.0540	0.0482	0.0059	0.05410
November	\$11,032	\$121.35	\$595.74	\$843.97	\$596.85		GA	0.0451	0.0536	0.0059	0.05950
December	\$11,386	\$125.24	\$614.83	\$871.01	\$615.97		NY	0.0640	0.0246	0.0059	0.03050
							MA	0.0488	0.0162	0.0425	0.05870
	\$132,387	\$1,456.26	\$7,148.91	\$10,127.62	\$7,162.14						

	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
Total Facility Spaces		660	\$ 1.37			\$ 75.35	\$ 904.20
Employees		4					
Part Time		4					
Full Time		1					
Total	\$ 4.92	5				\$ 53.28	\$ 639.40
Total Facility Desktops		1		\$ 128.60		\$ 128.60	\$ 1,543.20
Include Thin Clients - DO NOT INCL System PC's for WPS, Amano, Federal, etc.							
Group Health (No. of Employees in plan)		2	\$ 184.00			\$ 30.67	\$ 368.00
Monthly Reporting, Balancing Checking Acct, Etc.					\$ 279.00	\$ 279.00	\$ 3,348.00
						\$ 566.90	\$ 6,802.80

LOCATION: Pompano Beach Garage
 LOCATION #: 0

DATE: 5/2/2016

REVISION 0

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PAYROLL SUMMARY WORKSHEET

Month	Base Wages	Sick Pay	Vacation Pay	Event Pay	Training	Monthly Total
January	\$11,310	\$ 41.20	\$ 34.33	\$0		\$11,386
February	\$9,896	\$ 41.20	\$ 34.33	\$0		\$9,972
March	\$11,310	\$ 41.20	\$ 34.33	\$0		\$11,386
April	\$10,603	\$ 41.20	\$ 34.33	\$0		\$10,679
May	\$11,310	\$ 41.20	\$ 34.33	\$0		\$11,386
June	\$10,603	\$ 41.20	\$ 34.33	\$0		\$10,679
July	\$11,310	\$ 41.20	\$ 34.33	\$0		\$11,386
August	\$10,957	\$ 41.20	\$ 34.33	\$0		\$11,032
September	\$10,957	\$ 41.20	\$ 34.33	\$0		\$11,032
October	\$10,957	\$ 41.20	\$ 34.33	\$0		\$11,032
November	\$10,957	\$ 41.20	\$ 34.33	\$0		\$11,032
December	\$11,310	\$ 41.20	\$ 34.33	\$0		\$11,386

\$131,481 \$ 494.40 \$ 412.00 \$0 \$0 \$132,387

\$ 494.40 \$ 412.00

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.

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

EXHIBIT C
(cont.)

CONFIDENTIAL

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CONFIDENTIAL

DENISON PARKING, INC.

BUDGET SUMMARY 2018

Location Name: Pompano Beach Garage

Number of Spaces 609

Location # :

Revision:

Submitted by: Lantz

Date: May 2 2016

CONFIDENTIAL

CONFIDENTIAL

CONFIDENTIAL

CONFIDENTIAL

CONFIDENTIAL

LOCATION: Pompano Beach Garage

DATE: May 2 2016

REVISION 0

LOCATON #: 0

BUDGET SUMMARY 2018

	2018 <u>Jan</u>	2018 <u>Feb</u>	2018 <u>Mar</u>	2018 <u>Apr</u>	2018 <u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	2017 <u>Oct</u>	2017 <u>Nov</u>	2017 <u>Dec</u>	<u>Total</u>
<u>OPERATING REVENUE</u>													
Monthly	18,000	-	-	-	-	-	-	-	-	13,500	18,000	18,000	67,500
Transient	39,525	-	-	-	-	-	-	-	-	33,000	38,250	39,525	150,300
Event	-	-	-	-	-	-	-	-	-	-	-	-	-
Valet Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Sales Tax	(3,256)	-	-	-	-	-	-	-	-	(2,632)	(3,184)	(3,256)	(12,328)
OPERATING REVENUE	54,269	-	-	-	-	-	-	-	-	43,868	53,066	54,269	205,472
<u>OPERATING EXPENSES</u>													
Expense & Supplies	2,082	-	-	-	-	-	-	-	-	1,292	10,692	692	14,758
Fuel Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-
Housekeeping	3,100	-	-	-	-	-	-	-	-	170	170	170	3,610
Insurance	1,180	-	-	-	-	-	-	-	-	1,180	1,180	1,180	4,720
Insurance Group	1,427	-	-	-	-	-	-	-	-	1,427	1,427	1,427	5,706
Insurance Workman Comp	680	-	-	-	-	-	-	-	-	659	659	680	2,680
POF Monitoring	1,800	-	-	-	-	-	-	-	-	1,800	1,800	1,800	7,200
Maintenance	800	-	-	-	-	-	-	-	-	800	1,050	800	3,450
Management Fee	1,500	-	-	-	-	-	-	-	-	1,500	1,500	1,500	6,000
Taxes FICA	962	-	-	-	-	-	-	-	-	932	932	962	3,789
Taxes Fed U C	138	-	-	-	-	-	-	-	-	134	134	138	545
Taxes State U C	679	-	-	-	-	-	-	-	-	658	658	679	2,675
Uniforms & Laundry	300	-	-	-	-	-	-	-	-	-	-	-	300
Utilities	-	-	-	-	-	-	-	-	-	-	-	-	-
Utilities - Telephone	600	-	-	-	-	-	-	-	-	600	600	600	2,400
Vehicle Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Wage	12,578	-	-	-	-	-	-	-	-	12,189	12,189	12,578	49,534
OPERATING EXPENSES:	27,827	-	-	-	-	-	-	-	-	23,342	32,992	23,207	107,367
Percentage Management Fee:	-	-	-	-	-	-	-	-	-	-	-	-	-
Percentage Rent:	-	-	-	-	-	-	-	-	-	-	-	-	-
OPERATING INCOME:	26,442	-	-	-	-	-	-	-	-	20,526	20,074	31,062	98,105

**Operating Assumptions
2018 Budget**

- 1 Hourly rate considered for this document will be \$1.25 Per Hour.
This rate can be changed on the fly along with Flat Rate capability for events.
Events Christmas Weekend, New Year Weekend, Seafood Festival, 4th of July, etc.
No Increase in Hourly Rate was considered for this document
- 2 Monthly Parking Rates to be \$150
No Discount was considered for Area Employees, Full Time Residents or winter Residents

- 3 If On Street rates remain the same as the garage, demand for the garage may be negatively affected.

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LOCATION: Pompano Beach Garage

DATE: May 2 2016

REVISION 0

LOCATION #: 0

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EXPENSE AND SUPPLIES WORKSHEET

Category	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Alarm Monitoring													\$0
Armored Car													\$0
Background Checks													\$0
Bottled Water													\$0
Business Cards													\$0
Control Cards	\$500												\$500
Coupon Books													\$0
Customer Appreciation													\$0
Employment Ads						\$0				\$250			\$250
Payroll Processing	\$53	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$53	\$53	\$53	\$639
Keys/Safe & lock rekey													\$0
Letterhead/Envelops													\$0
Light Bulbs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Mileage Reimb													\$0
Group Health Admin	\$31	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$31	\$31	\$31	\$368
New Booths													\$0
A/P Pymnt Processing	\$75	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75	\$75	\$75	\$904
Office Supplies	\$50	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50	\$50	\$50	\$200
SSAE 16 Audit											\$10,000		\$10,000
IT Support	\$129	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$129	\$129	\$129	\$1,543
Parking Permits/Hang Tag													\$0
Receipt Tape	\$300						\$0						\$300
Event Tickets		\$0						\$0					\$0
Valet Tickets		\$0						\$0					\$0
Spitter Tickets		\$0						\$0					\$0
I&E / GL Reporting	\$279	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$279	\$279	\$279	\$3,348
Validations													\$0
Postage/FedEx	\$50	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50	\$50	\$50	\$200
Paris Maintenance	\$120						\$0						\$120
Geneva	\$120						\$0						\$120
HR Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Safety Supplies	\$25	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25	\$25	\$25	\$100
Fire Safety	\$350			\$0			\$0			\$350			\$700
													\$0
													\$0
Total:	\$2,082	\$0	\$1,292	\$10,692	\$692	\$14,758							

LOCATION: Pompano Beach Garage

DATE: May 2 2016

REVISION 0

LOCATION #: 0

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HOUSEKEEPING EXPENSE

Category:

660	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Brooms / Brushes/ Oil Dry	25	0	0	0	0	0	0	0	0	25	25	25	\$100
Cleaning Supplies	75	0	0	0	0	0	0	0	0	75	75	75	\$300
Sweeper Repair & Supplies													\$0
Toilet Supplies													\$0
Garage Sweeping (\$3.83/space)						0							\$0
Garage Scrubbing (\$4.44/space)	2,930					0							\$2,930
Janitorial Svc													\$0
Pest Control SVC													\$0
Power Washing Fuel	20	0	0	0	0					20	20	20	\$80
Sweeper Fuel													\$0
Trash Bags / Containers	50	0	0	0	0	0	0	0	0	50	50	50	\$200
Trash Removal	0	0	0	0	0	0	0	0	0	0	0	0	\$0
Other:													\$0
													\$0
													\$0
													\$0
													\$0
Total	\$3,100	\$0	\$170	\$170	\$170	\$3,610							

MAINTENANCE EXPENSE

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Building Repair													\$0
Elevator Maintenance Contract	800	0	0	0	0	0	0	0	0	800	800	800	\$3,200
Landscaping/Flowers/Mowing													\$0
Maintenance Contract Billings													\$0
Repairs to Parking Equipment													\$0
Wages / Maintenance personnel													\$0
All expenses to repair or replace existing parking equipment													\$0
Other:													\$0
Paint - Curbs,bollards,walls,etc		0			0	0		0			250		\$250
Garage Striping (\$4.34/space)						0							\$0
													\$0
													\$0
Total	\$800	\$0	\$800	\$1,050	\$800	\$3,450							

LOCATION: Pompano Beach Garage

DATE: May 2 2016

REVISION: 0

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PAYROLL TAX WORKSHEET

Month	Monthly Total	Federal U/C	State U/C	FICA	Workman Comp.	Federal U/C Fica	0.011 0.0765				
January	\$12,578	\$138.36	\$679.21	\$962.22	\$680.47						
February	\$0	\$0.00	\$0.00	\$0.00	\$0.00	8	State	U/C Rate	WC Rate	WC Admin	WC Total
March	\$0	\$0.00	\$0.00	\$0.00	\$0.00		IN	0.0315	0.0157	0.0030	0.01870
April	\$0	\$0.00	\$0.00	\$0.00	\$0.00		NJ	0.0660	0.0563	0.0055	0.06180
May	\$0	\$0.00	\$0.00	\$0.00	\$0.00		VA	0.0433	0.0188	0.0045	0.02330
June	\$0	\$0.00	\$0.00	\$0.00	\$0.00		NV	0.0120	0.0295	0.0070	0.03650
July	\$0	\$0.00	\$0.00	\$0.00	\$0.00		DC	0.0290	0.0198	0.0059	0.02570
August	\$0	\$0.00	\$0.00	\$0.00	\$0.00		MD	0.0730	0.0504	0.0059	0.05630
September	\$0	\$0.00	\$0.00	\$0.00	\$0.00		LA	0.0010	0.0291	0.0030	0.03205
October	\$12,189	\$134.08	\$658.21	\$932.47	\$659.43		FL	0.0540	0.0482	0.0059	0.05410
November	\$12,189	\$134.08	\$658.21	\$932.47	\$659.43		GA	0.0451	0.0536	0.0059	0.05950
December	\$12,578	\$138.36	\$679.21	\$962.22	\$680.47		NY	0.0640	0.0246	0.0059	0.03050
							MA	0.0488	0.0162	0.0425	0.05870
	\$49,534	\$544.88	\$2,674.85	\$3,789.37	\$2,679.80						

	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
Total Facility Spaces		660	\$ 1.37			\$ 75.35	\$ 904.20
Employees							
Part Time		4					
Full Time		1					
Total	\$ 4.92	5				\$ 53.28	\$ 639.40
Total Facility Desktops		1		\$ 128.60		\$ 128.60	\$ 1,543.20
Include Thin Clients - DO NOT INCL System PC's for WPS, Amano, Federal, etc.							
Group Health (No. of Employees in plan)		2	\$ 184.00			\$ 30.67	\$ 368.00
Monthly Reporting, Balancing Checking Acct, Etc.					\$ 279.00	\$ 279.00	\$ 3,348.00
						\$ 566.90	\$ 6,802.80

LOCATION: Pompano Beach Garage
 LOCATION #: 0

DATE: May 2 2016

REVISION 0

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PAYROLL SUMMARY WORKSHEET

Month	Base Wages	Sick Pay	Vacation Pay	Event Pay	Training	Monthly Total
January	\$12,445	\$ 98.88	\$ 34.33	\$0		\$12,578
February	\$0	\$ -	\$ -	\$0		\$0
March	\$0	\$ -	\$ -	\$0		\$0
April	\$0	\$ -	\$ -	\$0		\$0
May	\$0	\$ -	\$ -	\$0		\$0
June	\$0	\$ -	\$ -	\$0		\$0
July	\$0	\$ -	\$ -	\$0		\$0
August	\$0	\$ -	\$ -	\$0		\$0
September	\$0	\$ -	\$ -	\$0		\$0
October	\$12,056	\$ 98.88	\$ 34.33	\$0		\$12,189
November	\$12,056	\$ 98.88	\$ 34.33	\$0		\$12,189
December	\$12,445	\$ 98.88	\$ 34.33	\$0		\$12,578
	\$49,001	\$ 395.52	\$ 137.32	\$0	\$0	\$49,534

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

\$ 1,186.56 \$ 412.00

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