



CITY OF DELRAY BEACH
100 NW 1st AVENUE, DELRAY BEACH, FL 33444

AMENDMENT NO. 1 TO
RFP NO. 2022-038 AGREEMENT FOR COMPREHENSIVE PARKING MANAGEMENT
SERVICES

ONE PARKING, INC.

OF DELRAY BEACH
AMENDMENT NO. 1 TO AGREEMENT FOR
COMPREHENSIVE PARKING MANAGEMENT SERVICES

THIS AMENDMENT NO. 1 to the Agreement for Comprehensive Parking Management Services dated March 28, 2023, by and between the City of Delray Beach, a municipal corporation of the State of Florida (hereinafter referred to as "City"), and One Parking, Inc. (hereinafter referred to as "Contractor") a Florida corporation, is entered into this 26th day of April, 2022.

WITNESSETH:

WHEREAS, on March 28, 2023, the City Commission approved an agreement with One Parking, Inc. for comprehensive parking management Services (hereinafter referred to as the "Agreement"); and

WHEREAS, the Agreement provides that Contractor shall provide vehicles for enforcement; and

WHEREAS, Contractor desires to utilize three City-owned vehicles for the exclusive use of patrolling and enforcement as required by the Agreement; and

WHEREAS, the parties seek to amend the Agreement to permit the use of the City's vehicles for this purpose, and

WHEREAS, the parties agree that this Amendment No. 1 is in the best interest of the Parties.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are true and correct and are incorporated herein.
2. The City shall provide three City-owned vehicles (hereinafter referred to as the "City Vehicles") to Contractor for the exclusive use of providing the required comprehensive parking management services as outlined in the Agreement.
3. The City Vehicles must be maintained in an acceptable condition and shall be returned to the City in the same condition subject to normal wear and tear. The City Vehicles are subject to inspection by the City at its discretion. Any damage to the City Vehicles shall be immediately reported to the City.
4. Contractor shall provide proof of insurance coverage for its use of the City Vehicles and shall name City as an additional insured.

5. Contractor shall lease the vehicles and provide payment to the City in the amount of one dollar (\$1.00) per month for use of the City Vehicles, as provided in Exhibit "A", during the term of the Agreement.
6. Except as provided herein, all other terms and conditions of the Agreement remain in full force and effect and are hereby confirmed. The Agreement and this Amendment No. 1 represent the entire understanding between the parties on the issues contained herein, either written or oral, and may only be amended by written instrument signed by both parties.

IN WITNESS WHEREOF, the City and Contractor hereto have executed this Amendment as of the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH

Katerri Johnson
Katerri Johnson, City Clerk

BY: Terrence R. Moore
Terrence R. Moore, ICMA-CM

Approved as to form for legal sufficiency:

Lynn Gelin
Lynn Gelin, City Attorney



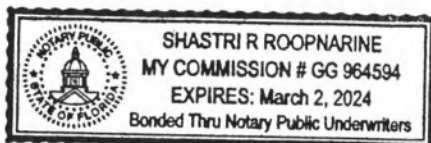
ONE PARKING, INC.

By: Kirsten Dolan
KIRSTEN DOLAN
Printed Name
CEO
Title

(SEAL)
STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10th day of April, 2023, by KIRSTEN DOLAN (name of person), as CEO (type of authority) for ONE PARKING (name of party on behalf of whom instrument was executed).

Personally known ☐ OR Produced Identification ☒
Type of Identification Produced A2 Driver License



Notary Public - State of FLORIDA

Exhibit “A” (Vehicles to be Leased)

Golf Cart
Star EV- 2019
Vin- 52RG31116KG009864
License Plate- IJ1ONF

Chevy Spark- 2017
Vin- KL8CB6SAXHC716374
License Plate- GSPP94
Mileage- 60,472

Chevy Express Ls 2017
Vin- 3N63M0YNXHK704760
License Plate- hvxn78
Mileage- 32,738

CITY ATTORNEY OFFICE - LEGAL REVIEW CHECKLIST

Name of Agreement: Amend No 1 to One Parking Agreement

Department: PW

Contact person: M .Karali

City Manager approval ☒

City Commission approval ☐

Reviewed by Purchasing ☐

Agenda item #:

Agenda meeting date:

Resolution #:

Agreement Action:

New ☐

Renewal* ☐

Amendment* ☒

*Renewal: Only change is the agreement term

*Amendment: For changes other than/in addition to term

Does the Contractor require the City to sign first?: No

For City Attorney Use only:

Agreement Terms:

Comments/Specific Provision in Agreement

Term (Duration of Agreement)	
Termination Clause	
Renewal Clause	
Insurance	City standard
Indemnification	City standard
Assignment	
Fiscal Funding Requirement	
FL. Public Records Provision (2016)	
Inspector General Provision	
Governing Law	Florida
Venue	Palm Beach County
Attorney's fees	
E-verify	

Business Principles:

Comments

Fees: Total Value	\$1/month
Fees: Per Fiscal Year	

Other Issues:

Comments

Non-Negotiable Issues/ Miscellaneous Issues/ Special Considerations	Amendment to allow use of 3 city vehicles
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Consistent with applicable policies including, but not limited to, Procurement policies. Yes ☒

Attorney: Lynn Gelin, Esq.

Reviewed and approved as to form and legal sufficiency only

AUTHORIZATION FORM



Do not write / CM Office Only

CMO Log #: _____

Rcv'd Date: _____

Originator:

Name Chris Snyder Department Finance, Purchasing Ext. 7179 Date 4/13/23

Description of Request: Review and Signature of Amendment No. 1 to Agreement 2022-038 Parking

Department Leave Form ☐ Check Request Form ☐ Acquisition Approval ☐

Budget Transfer ☐ Grant Item ☐ Memorandum Service Authorization Approval ☐

☒ Other (Please Specify) _____

Review and Signature of Amendment No. 1 to Agreement 2022-038 Comprehensive Parking Management Services.

Department Head Signature: Hugh B. Dunkley

Digitally signed by Hugh B. Dunkley
Date: 2023.04.14 17:08:19 -04'00'

Finance Signature: (if request impacts budget) _____

Chief Procurement Officer's Signature: Peggy Cadeaux

Digitally signed by Peggy Cadeaux
Date: 2023.04.17 09:08:04 -04'00'

Review Completed by Staff – Comments:

☐ RETURN TO ORIGINATOR FOR ADDITIONAL COMMENTS

☒ APPROVED FOR TERRENCE R. MOORE, ICMA-CM SIGNATURE

☐ APPROVED FOR JEFFREY ORIS, ACM SIGNATURE

TRACKING:

Returned to _____ Department for additional information on: _____

Forwarded to _____ Department for action on: _____

AGREEMENT

THIS AGREEMENT is made by and between the City of Delray Beach, a Florida municipal corporation (hereinafter referred to as "City"), whose address is 100 NW 1st Avenue, Delray Beach, Florida 33444 and One Parking, Inc. (hereinafter referred to as "Contractor"), a Florida corporation, whose address is 477 South Rosemary Avenue, Suite 216, West Palm Beach, FL 33401 this 28th day of March, 2023.

WHEREAS, the City desires to procure comprehensive parking management services in accordance with the City's Request for Proposals No. 2022-038; and the Contractor's response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

ARTICLE 1. INCORPORATION OF PROPOSALS

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Request for Proposals No. 2022-038 and the Contractor's response thereto, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF SCOPE OF SERVICES

The Contractor shall perform professional services similar to those identified in the scope of services accompanying the City's solicitation, which is specifically incorporated herein by reference and further detailed in Exhibit A. The exact scope/requirements may vary each year, so prior to work commencement, the Contractor shall provide a detailed proposal outlining the services to be provided.

ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Fee Schedule attached hereto and incorporated herein as Exhibit B, according to the terms and specifications of the referenced solicitation.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

For CITY:

City of Delray Beach

100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager

For CONTRACTOR:

One Parking, Inc.
477 South Rosemary Avenue, Suite 216
West Palm Beach, FL 33401
ATTN: Mark Pratt
mpratt@oneparking.com

b. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

ARTICLE 5. CONTRACT TERM

The term of this Agreement shall be three years and may be renewed for two additional one-year periods, unless terminated earlier in accordance with terms set forth in the solicitation.

ARTICLE 6. E-VERIFY REQUIREMENTS

By entering into this Agreement Contractor acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Contractor affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by Contractor, the Contractor may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Contractor.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and the Contractor executed this Agreement as of the day and year first above written.

ATTEST:

Katerri Johnson
Katerri Johnson, City Clerk

CITY OF DELRAY BEACH

By: Shelly Petrolia
Shelly Petrolia, Mayor

Approved as to form and legal sufficiency:

Lynn Gelin
Lynn Gelin, City Attorney

ONE PARKING, INC.

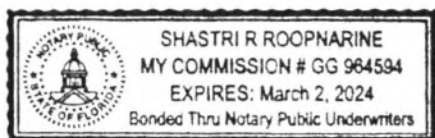
By: Mark Pratt
Print Name: MARK PRATT
Title: PRESIDENT/COO

(SEAL)

STATE OF FLORIDA
COUNTY OF PALEMBACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28th day of MARCH, 2023 by MARK PRATT (name of person), as PRESIDENT/COO (type of authority) for ONE PARKING INC. (name of party on behalf of whom instrument was executed).

Personally known ☐ OR Produced Identification ☒
Type of Identification Produced FL DRIVER LIC



[Signature]
Notary Public - State of FLORIDA

**EXHIBIT A
SCOPE OF SERVICES**

Introduction

Contractor shall provide management of all City parking Downtown, which includes a variety of parking options including off-street parking facilities, on-street parking, and parking garages totaling approximately 2,300 parking spaces as provided in the Delay Beach Parking Management Plan attached hereto as Exhibit "A". Contractor will provide an overall strategy for parking that will balance the parking needs of the community with the competing interests of businesses, restaurants, visitors and residents in the downtown area.

The City's Chief Parking Facilities Administrator will oversee and direct the City's parking activities in coordination with Contractor. Additionally, the City has a Parking Management Advisory Board, that consists of five members that meet monthly to advise the City Commission with respect to parking management policy and related issues.

Services

Subject to the approved budget, Contractor shall handle all parking functions including hiring and managing the parking enforcement staff in order to provide overall management of all City parking assets. Contractor shall provide the following services:

a. Subject to the City's approval and purchase of the appropriate technology applications, implement parking management software that has capabilities such as providing automated citation management tools and the flexibility to change parking rates based upon capacity levels.

- b. Manage parking rates throughout the day and adjust rates based upon demand.
- c. Oversee the parking permit process.
- d. Develop cooperative marketing opportunities between downtown businesses and parking.
- e. Provide parking enforcement.
- f. Develop marketing and public relations related to Parking.
- g. Provide citation management services.
- h. Resolve customer-service issues and/or complaints.
- i. Coordinate parking matters with local businesses.
- j. Event parking planning.
- k. Provide parking data, analysis, and recommendations regarding rates, parking design, expansion of parking system, traffic flow and control, bikeway planning and design, ADA compliance, way finding, marketing, and otherwise assist the City in realizing the potential for the parking system.

- l. Install parking sensors that integrate with parking management software and is accessible to the parking public via a smart phone App(s) that provides notification and location of available parking as well as electronic payment options for parking. One Parking can and will coordinate the installation of sensors but will not be responsible for purchasing the sensors. The City purchase any sensors that are approved and installed.

Parking Enforcement

Contractor shall provide Parking Enforcement services as follows:

- a. Manage enforcement of parking regulations in City-owned metered parking spaces in a fair, professional, and friendly manner. Enforcement activities will include electronic ticketing and may in the future include arranging for towing or immobilization of vehicles.
- b. Maintain records of citations, including photographic evidence of infractions that involve parking outside of the marked space, parking illegally, or other violations, and provide that documentation quickly to the City for use in dealing with complaints.
- c. Issue citations for vehicles improperly parked in the public right of way and in private handicapped spaces.
- d. Provide friendly guidance to parkers on how to operate the pay stations and on parking regulations.
- e. Provide documentation for, attend, testify, and present evidence at hearings on appeals of parking tickets.
- f. At a minimum of one time per month, analyze data from pay stations, citation management systems, and pay by phone, and make recommendations to the City, based on that analysis, of changes to parking policies and practices, of enforcement hours, and changes that would improve the parking system.
- g. Establish designated patrol routes for enforcement officers.
- h. Respond to requests from the City to suspend or emphasize enforcement along certain streets or in certain areas. Ensure adequate staffing to meet the management and enforcement needs of the City's parking system.
- i. While on patrol, Contractor's employees shall remove visible litter in the parking areas or inform the Chief Parking Facilities Administrator if the volume or problem exceeds their ability to collect it.

General Requirements:

Contractor shall meet the following general requirements:

- a. Assist and consult with the City as necessary in the design of parking facilities or modification to parking rates and policies.
- b. At least annually, as part of the City budget process, evaluate the parking rates and provide recommendations for rate changes to the City.
- c. Work with City businesses as needed to assess how well public parking is accommodating their needs and provide the City with suggestions for improvement.

- d. Be available to respond to City when needed and attend group and/or Commission meetings when asked by the City.
- e. Install and maintain parking equipment or arrange for City staff to install signage and parking meters.
- f. Provide sufficient personnel to issue parking citations at a level of enforcement appropriate for the City.
- g. Provide operational and customer training for all enforcement personnel to include a training manual and employee course completion certification as verification.
- h. Provide customer services associated with the City's parking system, including instruction to users on the operation of pay stations, direction to available parking, and explanation of parking regulations.
- i. Provide weekly, monthly, and annual reports as directed by the City.

Parking – Special Requirements and Additional Services:

Contractor shall provide the following special requirements and additional services:

- a. Enforce parking regulations during special events, and weather-related or other emergencies, and install and remove informational parking signage for such events.
- b. Provide temporary signage to alert the public to special events and other temporary or permanent changes in the availability of parking spaces.
- c. Notify Police for towing or booting of illegally parked vehicles when specifically requested by City.
- d. Amend procedures as necessary to conform to revisions in the City Ordinances, parking regulations, policies and initiatives.
- e. Review City ordinances and develop and analyze whether the Ordinances are appropriately reinforcing and/or producing the desired outcome.
- f. Provide the City with recommendations to Ordinances that may be negatively impacting the parking program.
- g. Evaluate the areas of paid parking and provide recommendations for new paid parking areas to the City.
- h. Provide low-emission or no-emission, low-speed electric vehicles for enforcement.

Parking Meters – Operations

Contractor shall provide or be responsible for the following:

- a. Program changes in rates into the pay stations as directed by the City to include managing parking rates throughout the day and adjusting based upon demand.

- b. Immediately report any full, damaged, missing or malfunctioning meters or facilities to the appropriate supervisor or meter technician.
- c. Keep a meter log of all complaints regarding meters. The log will note date, meter number, location, problem and name of the person calling in the problem, and the tag number of the car (if any). (The City's meter technician shall add the date the meter was checked, the nature of the problem and the date it was corrected.)
- d. Upon request by the City, keep the pay stations supplied with paper for receipts to ensure there is no down time.
- e. Contractor will be liable for the replacement cost of any lost, stolen, unaccounted for or damaged parking system equipment that is the property of the City. If the incident was not associated with Contractor, the Contractor can bill the reimbursement on the monthly invoice.

Parking Meter Replacement

- a. The City reserves the right to replace any City meter with different equipment. Contractor agrees to work with the City to find the best prices for the equipment and lowest financing rate available and extend those prices without mark-up to the City.
- b. Contractor will assist the City in installing new or replacement parking meters.

Garage Maintenance

Contractor shall provide or be responsible for the following:

- a. Scheduled cleaning for the two parking garages as well as the Courthouse Garage, as defined in the Agreement. The cleaning will include a daily report of cleaning activities performed which shall include but not be limited to the following:
 - (1) Empty of trash
 - (2) Wipe down of all equipment
 - (3) Cleaning of signage
 - (4) Cleaning of staircase
 - (5) Removal of spider webs
 - (6) Removal of oil spills
 - (7) Painting
 - (8) Pressure washing
 - (9) Replacement of broken tire stops
 - (10) Reporting of elevator issues
 - (11) Lighting outage
 - (12) Equipment failure
 - (13) Assist the City with preparing a procedure manual for such processes to include, but not limited to, managing oil spills and emergency response.

Collections of Parking Meter Monies and Accounting

Upon request by the City, Contractor will be required to collect and account for parking meter

monies as follows:

- a. Collect and account for all revenues from the parking meters. The collection of single space meters and pay stations are required to be at least weekly, and before a meter is 95 percent full to ensure no down time.
- b. Ensure proper accountability and internal control of all monies collected.
- c. Provide all financial and operational reports as requested by the City.
- d. Should any monies collected by Contractor be lost, stolen, unaccounted for or otherwise removed from the custody and control of Contractor prior to its deposit in the City approved bank account, Contractor shall deposit said amount of money within ninety-six hours of such loss, theft or removal. Should said loss, theft or removal be insured or otherwise secured by Contractor, any payments made to the City on account thereof shall, if applicable, be reimbursed to Contractor. Contractor will be liable for all mismanagement of funds by Contractor, its employees, or agents.

Citation Management (Collections of Monies and Accounting)

Contractor shall provide or be responsible for the following:

- a. Processing and maintaining of a database of parking tickets issued.
- b. Collecting payments on citations from the public. Contractor should make available to the customers a variety of payment options approved by the City, including but not limited to cash, check or credit card. Contractor shall also be responsible for processing payments it has received for City parking citations.
- c. Detailing accounting of monies collected for parking from City meters, website payments and lockbox (mail-in) payments.
- d. Issuing late notices for overdue payment of citations and providing follow-up collection in accordance with Florida Statute to include:
 - (1) Out of State Collections
 - (2) DMV Hold Requirement
 - (3) Scofflaw requirements and procedures (should the City choose to tow or boot).
- e. Utilizing automated technology such as license plate recognition (LPR) to issue citations and manage records of citations.

Office Administration

- a. In accordance with City Purchasing Policies and Procedures, Contractor shall be responsible for purchasing all materials necessary to carry out all operational functions. These include but are not limited to paper tickets, ticket books, envelopes, uniforms, office equipment and supplies, and all other necessary equipment.
- b. All purchases shall be accompanied by receipts. Contractor shall maintain records of

equipment and supplies and provide accounting to City. All purchases submitted for reimbursable must have been acquired in accordance with City Purchasing Ordinances.

Personnel Administration

Contractor shall ensure that Personnel shall be managed and subject to the below requirements as follows:

- a. While on duty, parking enforcement personnel shall demonstrate high ethical standards of conduct and observe all written rules and regulations of the Contractor concerning their work assignments. Contractor's written rules and regulations must be in accordance with City ethical and personnel conduct policies.
- b. Contractor shall administer a Florida Department of Law Enforcement criminal background check, 10 panel drug screening, and alcohol testing on all new employees and whenever there is reasonable suspicion or an incident in which an employee appears to be impaired, as allowable by Law. At Contractor's expense, Contractor shall conduct such background checks, drug screening, and alcohol testing and provide proof results to the City. Individuals with felony criminal charges, who are on the FBI Terrorist watch list, or who fail the drug or alcohol testing will not be approved to provide on-site services for the City.
- c. Supervisors will maintain communications with on-duty field personnel to ensure oversight of parking enforcement activities.
- d. At Contractor's expense, Contractor shall bond all personnel who handle City monies.
- e. Contractor shall ensure that all enforcement, cashier, and parking collection personnel wear uniforms and are neatly groomed while on duty. The uniform must be pre-approved by the City and shall display approved insignia or logo that clearly identifies the wearer as an employee of Contractor responsible for enforcing parking violations, managing parking facilities or servicing parking meters. The uniform shall include a nametag bearing the name of the personnel which shall be clearly visible and readable at all times.
- f. All other employees of Contractor providing services to the City shall at all times be clearly identifiable by uniform, name badges, name tags, or identification cards.
- g. Contractor shall employ persons who are fully certified, trained, and qualified with the skills and experience necessary to provide the services during the term of this Agreement.
- h. Contractor's personnel assigned to provide services are employees of Contractor. The Contractor is responsible for hiring, training, supervising of its personnel.
- i. Contractor shall at all times ensure that its personnel serve the public in a courteous, helpful, and impartial manner. Correction of any inappropriate behavior or language shall be the responsibility of Contractor.
- j. The City, at its sole discretion, reserves the right to require Contractor to make staffing adjustments to meet demand, including the number of service hours per day.
- k. Upon request by the City, Contractor shall remove any personnel from the provision of services to the City.
- l. Contractor shall acknowledge the receipt of any public complaint or request for service to the

individual making the complaint or request within one City business day.

- m. Contractor shall provide an appropriate response to the individual making the complaint or request with three City business days from the date the communication was received.
- n. In the event a complaint or communication is received alleging an employee of the Contractor was discourteous, belligerent, profane, or in any way intimidating, either physically or verbally, Contractor shall submit a written report to the Chief Parking Manager within seven calendar days of the date of the report, outlining the complete details of the incident. The report will include the nature of the incident, time, date, location, name, address, and telephone number of the Individual making the allegation. The report will also include the name and title of the employee and the nature of the corrective action was taken. All such records shall be retained during the term of this Agreement and made available to the City upon request.

Training / Customer Service/ Safety

Contractor shall provide or be responsible for the following:

- a. Employ personnel that exhibit a friendly, helpful, customer-oriented image at all times while on duty.
- b. Customer service training to all personnel that is in accordance with industry best practices. The training must be pre-approved by the City.
- c. Train all personnel so they are equipped with general information about the City and can assist visitors with items such as wayfinding.
- d. In accordance with the City's customer service principles, respond to public inquiries about the parking enforcement services, ticketing and enforcement, or any other related concerns.
- e. Assist the City with public outreach and marketing regarding the parking program, rules and regulations.
- f. Execute practices and strategies to ensure the safety and security of all personnel and property.
- g. Training to all personnel in applicable safety precautions and safety devices required for the provision of services.

City's Rights and Responsibilities

- a. The City may adjust the geographic locations and any other criteria for enforcement activities at its sole discretion.
- b. The City, at its sole discretion, shall define the hours of enforcement.
- c. Equipment and supplies paid for by City, or for which the City reimburses the Contractor, shall become property of City.
- d. The City, at its sole discretion, reserves the right to adjust the number of parking meters and spaces at any time during the Agreement. If the City decides to increase the hours of

enforcement. Contractor will have the opportunity to increase the proposed budget accordingly.

- e. The City will provide an office for Contractor to be utilized for the provision of services including the services of subcontractors, if applicable. The office will be located in the Old School garage. Contractor must provide the City with an accessible means to communicate and coordinate with its on-site management and supervisory staff.

Reimbursable Operating Expenses

The City will reimburse Contractor for all approved expenses as determined by the City. Contractor shall submit a monthly expense report and include supporting documentation for expenses. The City will reimburse actual expenses with no surcharges. Requests for reimbursement of approved expenses must accompany each monthly invoice for services.

Annual Operating Budget

By March 31st of each year, Contractor shall submit a detailed budget in the format requested by the City outlining all anticipated expenses and revenue for the following fiscal year. For budget preparation and reporting purposes, Contractor shall follow the City's fiscal year, which starts October 1 and ends September 30.

Parking System

The parking management system should include the following:

- a. Real-time sensors for vehicle occupancy, if approved by the City.
- b. App for guidance to open parking.
- c. Data for decision-making including real-time status and historical data.
- d. Real-time web-based and mobile technology that includes a free smart phone App.
- e. Real-time parking enforcement App that reports violations.

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EXHIBIT B

FEE SCHEDULE INCLUDING ANNUAL MANAGEMENT FEE AND REIMBURSABLE EXPENSES

The following fees and expenses shall be all inclusive to provide comprehensive parking management services in accordance with the requirements set forth in this Agreement.

I. ANNUAL MANAGEMENT FEE

a. The City shall pay Contractor an Annual Management Fee of \$54,000 for the first year, \$55,620 for the second year and \$57,289 for the third year. This fee is in accordance with the schedule Performa that was submitted for the initial three-year term of the Agreement.

b. This flat fee represents the costs associated with the following services including but not limited to:

- Administration and management services such as payroll, accounting, and developing annual budget
- Parking consulting services, which includes providing parking data, analysis and recommendations to the City in the following areas:
 - Parking designs
 - Expansion of parking system
 - Traffic flow and control
 - Bikeway planning and design
 - Wayfinding signage
 - Assist the City in realizing the potential for the parking system
 - Marketing and public relations services including developing cooperative marketing opportunities between downtown business and parking.

II. REIMBURSABLE COSTS AND EXPENSES

The Reimbursable Costs and Expenses shall mean all preapproved budgeted operating expenses incurred by the Contractor in the performance of the Scope of Services. Reimbursable expense are separate from, and in addition, to the Annual Management Fee.

A. Equipment Costs

1. Equipment Costs shall mean all equipment used by Contractor that is reasonably necessary to perform the Scope of Services described in Exhibit A. Such items shall include, but not be limited to:

- License plate recognition equipment including software and related licenses

- Parking collections equipment, including bill counter and coin sorter
- Parking enforcement vehicles, handheld enforcement devices, and parking boots
- Garage maintenance equipment
- Any additional equipment approved

2. Contractor shall be responsible for purchasing, installing, and upgrading equipment as required.

3. For equipment purchased in the first year of the Agreement, the City shall pay the total cost of the purchase, including taxes and shipping, in an amount not to exceed Sixty Seven Thousand Three Hundred Fifty Six Dollars (\$67,356.00) amortized over a 36-month period, with such payment not to exceed One Thousand Eight Hundred Seventy One dollars (\$1,871.00) per month. For equipment purchased in the second and third year of the term payment schedule, the City, at its sole discretion, shall pay Contractor the total cost in a one-time payment or in an amount amortized to the end of the initial term of the contract.

4. All Equipment purchased by Contractor to perform the Scope of Services shall become property of the City upon termination of this Agreement or any extensions thereto. Upon termination of this Agreement and upon City's full payment of the equipment, Contractor shall deliver a bill of sale conveying absolute ownership of the equipment to the City, free and clear of all liens and encumbrances.

B. Operating Costs and Expenses

1. Operating Costs and Expenses shall mean the ordinary direct operating expenses to perform the Scope of Services, with the exception of Equipment Costs, and shall not exceed Seven Hundred Seventy-Five Thousand Two Hundred Ninety-Eight Dollars (\$775,298.00) per year.

2. Within thirty (30) Calendar days after the Commencement date, the Contractor shall prepare and submit to the City an operating budget for the first partial year of the contract using a form approved by the City. Thereafter, and in accordance with the City budget schedule and Section A.18 of the Scope of Services, the Contractor shall prepare and submit to the City an annual operating budget for each of the following fiscal years (October 1 to September 30) using a form approved by the City. This budget shall be approved by the City Commission as a line item in the City's annual budget.

3. The City may, in its sole discretion, deny reimbursement of any purchases that are not included in the annual operating budget approved by the City or that have not been otherwise approved by the City prior to purchase as provided in this Agreement.

4. Annual operating budget may be increased or decreased by the City but only if and to the extent that the City, in its sole discretion, deems such revisions necessary and appropriate under this Agreement.

(The remainder of this page is intentionally left blank.)

EXHIBIT C

CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

RFP No. 2022-038

Project Title: Comprehensive Parking
Management Services

The undersigned CONTRACTOR hereby swears under penalty of perjury that:

1. CONTRACTOR has paid all subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with Article 6 of the Agreement, except as provided in paragraph 2 below.
2. The following subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractor or
Supplier's name
and address

Date of disputed
invoice

Amount in
dispute

3. The undersigned is authorized to execute this Certification on behalf of CONTRACTOR.

Dated _____, 20__

Contractor _____

By _____
(Signature)

By _____
(Name and Title)

CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

(Continued)

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20____.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)

Typed, printed, or stamped

(Title or rank)

My commission expires:

(Serial number, if any)

EXHIBIT D

Insurance

The Contractor must submit a current Certificate of Insurance, naming the City of Delray Beach as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the City upon expiration.

The Contractor shall provide insurance coverage as follows:

a. **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**

Workers Compensation Insurance to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. The City reserves the right not to accept exemptions to the Workers Compensation requirements of this solicitation.

Employer's Liability Insurance with a limit of not less than \$100,000 for each accident, \$100,000 for each disease, and \$500,000 for aggregate disease.

b. **COMPREHENSIVE GENERAL LIABILITY**

Comprehensive General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00); and include Products/Completion Liability of One Million Dollars (\$1,000,000.00), and two million (\$2,000,000.00) in the aggregate for Bodily Injury and Property Damage. Such certificate shall list the City as additional insured.

The Comprehensive General Liability insurance policy must include coverage that is not more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices, and the policy must include coverage's for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.

c. **AUTOMOBILE LIABILITY**

Automobile Liability Insurance to include owned, non-owned, and hired, with minimum limits of One Million Dollars (\$1,000,000.00) each occurrence.

d. **PROFESSIONAL LIABILITY**

Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) annual aggregate.

e. **PRODUCTS/COMPLETED PRODUCTS OPERATIONS**

Products/completed products operations with limits of not less than Two Million Dollars (\$2,000,000.00) annual aggregate.

e. **Commercial Crime Liability:** with limits of not less than one million (\$1,000,000.00) dollars per occurrence.

f. **Garage Keeper Liability Insurance:** with limits of not less than one million (\$1,000,000.00) dollars

CITY ATTORNEY OFFICE - LEGAL REVIEW CHECKLIST

Name of Agreement: Agreement for Comprehensive Parking Management Services with One Parking, LLC

Department: Public Works

Contact person: Casetra Thompson

City Manager approval ☐

City Commission approval ☒

Reviewed by Purchasing ☒

Agenda item #:

Agenda meeting date:

Resolution #: 57-23

Agreement Action:

New ☒

Renewal* ☐

Amendment* ☐

*Renewal: Only change is the agreement term

*Amendment: For changes other than/in addition to term

Does the Contractor require the City to sign first?: No

For City Attorney Use only:

Agreement Terms:

Comments/Specific Provision in Agreement

Term (Duration of Agreement)	Article 5- shall be three years and may be renewed for two additional one-year periods
Termination Clause	11.28- for convenience, 11.29- for default, 11.30- fraud and misrepresentation
Renewal Clause	Article 5- shall be three years and may be renewed for two additional one-year periods
Insurance	City standard
Indemnification	City standard
Assignment	11.22- not without written consent
Fiscal Funding Requirement	11.66
FL. Public Records Provision (2016)	11.50
Inspector General Provision	11.32
Governing Law	Florida
Venue	Palm Beach County
Attorney's fees	11.42, each party to pay own fees
E-verify	Art. 6

Business Principles:

Comments

Fees: Total Value	\$5,429,106.00
Fees: Per Fiscal Year	Year 1- \$851,750.00, 2- \$877,761.00, \$904,490.00, \$932,238.00, \$958,467.00

Other Issues:

Comments

Non-Negotiable Issues/ Miscellaneous Issues/ Special Considerations	Procured via City's RFP 2022-038
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Consistent with applicable policies including, but not limited to, Procurement policies. Yes ☒

Attorney: Kelly Brandon, Esq

Reviewed and approved as to form and legal sufficiency only

RESOLUTION NO. 57-23

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH ONE PARKING, LLC PURSUANT TO REQUEST FOR PROPOSAL (RFP) NO. 2022-038 FOR COMPREHENSIVE PARKING MANAGEMENT SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AMENDMENTS AND/OR RENEWALS THERETO AND TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THIS AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Delray Beach (City) is authorized to enter into agreements to provide services and products in accordance with its Charter; and

WHEREAS, the City requires Comprehensive Parking Management services; and

WHEREAS, the City issued Request For Proposal (RFP) 2022-038 to obtain vendors for comprehensive management services; and

WHEREAS, following presentations of prospective of Contractors, the Selection Committee provided One Parking, LLC with the highest ranking; and

WHEREAS, pursuant to RFP 2022-038, the City desires to enter into an Service agreement with One Parking, LLC for said services; and

WHEREAS, the City Commission deems approval of this resolution to be in the best interest of the health, safety, and welfare of the residents and citizens of the City of Delray Beach and the public at large.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals are hereby affirmed and ratified.

Section 2. The City Commission of the City of Delray Beach has reviewed and hereby approves this Agreement between the City and One Parking, LLC, which is attached to this Resolution as Exhibit "A".

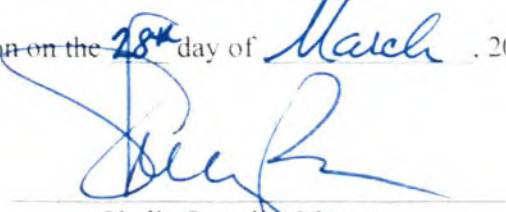
Section 3. The City Commission authorizes the City Manager to execute any amendments thereto and take any other actions necessary to effectuate this Agreement.

Section 4. This resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED in regular session on the 28th day of March, 2023.

ATTEST:


Katerri Johnson, City Clerk


Shelly Petrolia, Mayor

Approved as to form and legal sufficiency:


Lynn Golin, City Attorney