

SERVICE CONTRACT

THIS AGREEMENT is made and entered into on _____, by the City of Pompano Beach (“City”) and Denison Parking Inc., an Indiana corporation authorized to do business in Florida (“Contractor”).

WHEREAS, City requires services which Contractor is capable of providing under the terms and conditions described herein; and

WHEREAS, City had entered into a Service Agreement for identical services, as provided herein, and the limits of said Agreement have been reached and the City now desires to enter into a new Agreement with Contractor to cover additional costs from April 1, 2020 through the effective date of this Agreement; and

WHEREAS, Contractor is able and prepared to provide such services to City under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. This Agreement consists of the Scope of Work set forth in Exhibit “A” (the “Work”) and, the Insurance Requirements set forth in Exhibit “B”, both of which are attached hereto and made a part hereof; and all written change orders and modifications issued after execution of this Agreement.

2. Purpose. City contracts with Contractor to provide parking management services (to include parking enforcement and parking garage management) upon the terms and conditions set forth herein.

3. Scope of Work. Contractor shall provide the Scope Services set forth in Exhibit “A” and insurance set forth in Exhibit “B” both attached hereto and made a part hereof. If the Work requires Contractor to provide materials or complete the Work within a specified time frame or in accordance with certain plans and specifications, these terms and conditions shall be set forth and included in Exhibit A and Contractor agrees to provide said materials or Work in accordance therewith. Contractor and Contractor’s heirs, executors, administrators, successors and assigns, do hereby agree to full performance of all covenants contained herein on Contractor’s part.

4. Term of Contract. This Contract shall be a term beginning upon execution and ending on March 31, 2021.

5. Renewal. In the event City determines Contractor to be in full compliance with this Agreement and Contractor’s performance thereunder to be satisfactory, then City, with City Commission approval, shall have the option to renew this Agreement for up to an additional one (1) year term upon the written consent of both City and Contractor

6. Maximum Obligation. City agrees to pay Contractor for providing the Work and insurance required hereunder. Both parties agree that unless otherwise directed by City in writing, Contractor shall continue to provide the Work for the term of this Agreement.

7. Price Formula, Payment and Invoices.

A. Price Formula. City agrees to pay Contractor for performance of the Work set forth in this Agreement as follows:

Payments shall be made in accordance with Exhibit "A", Scope of Work, and shall not exceed five hundred and thirty two thousand eight hundred thirty dollars and thirty four cents (\$532,830.34) for fees and expenses.

B. Payment. All payments by City shall be made after the Work has been verified and completed. Unless disputed by City as provided herein, upon City's receipt of a Proper Invoice as defined in §218.72, Florida Statutes, as amended, City shall forward Contractor payment for (i) construction services defined as all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvement to real property that require a license under Parts I and II of Chapter 489, Florida Statutes, within twenty-five (25) business days and (ii) forty five (45) days for all goods and services provided other than construction services.

City may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide Contractor written notification of any such disputed charge. Contractor shall provide clarification and a satisfactory explanation to City, along with revised copies of all such documents if inaccuracies or errors are discovered, within ten (10) days of receipt of City's notice of the disputed amount

In the event City has a claim against Contractor for Work performed hereunder which has not been timely remedied in accordance with the provisions of this Article 7, City may withhold payment for the contested amount, in whole or in part, to protect itself from loss on account of defective Work, claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor, and/or Contractor's failure to make proper payments to subcontractors or vendors for material or labor. When the reason(s) for withholding payment are removed or resolved in a manner satisfactory to City, payment shall be made.

Resolution of improper payment requests or invoices shall be in accordance with §218.76, Florida Statutes, as amended.

C. Invoices. Contractor shall submit invoices to City on a monthly basis.

8. Disputes. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

9. Contract Administrators, Notices and Demands.

A. Contract Administrators. During the term of this Agreement, the City's Contract Administrator shall be Jeff Lantz and the Contractor's Contract Administrator shall be Jeffrey S. Line (or their authorized written designee) as further identified below.

B. Notices and Demands. A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, facsimile, registered or certified mail, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other as provided herein.

If to Contractor: Jeffrey S. Line
320 N. Meridian Street, Suite 700
Indianapolis, IN 46204
Office: (317) 655-3114
Email: jline@denisonparking.com

If to City: Jeff Lantz, Contract Administrator
3460 NE 3rd Street
Pompano Beach, FL 33062
Office: (954) 786-5580
Email: jeff.lantz@copbfl.com

With a copy to: Antonio Pucci, Contract Manager
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Phone: (954) 786-5574
Email: antonio.pucci@copbfl.com

10. Ownership of Documents and Information. All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Contractor as required for the Work hereunder, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use and/or distribution as City deems appropriate provided City has compensated Contractor for said Work product. City's re-use of Contractor's Work product shall be at its sole discretion and risk if done without Contractor's written permission. Upon completion of all Work contemplated hereunder or termination of this Agreement, copies of all of the above data shall be promptly delivered to the City's Contract Administrator upon written request. The Contractor may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Agreement.

To the extent it exists and is necessary to perform the Work hereunder, City shall provide any information, data and reports in its possession to Contractor free of charge.

11. Termination. City shall have the right to terminate this Agreement, in whole or in part, for convenience, cause, default or negligence on Contractor's part, upon ten (10) business days advance written notice to Contractor. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities.

If there is any material breach or default in Contractor's performance of any covenant or obligation hereunder which has not been remedied within ten (10) business days after City's written Notice of Termination, City, in its sole discretion, may terminate this Agreement immediately and Contractor shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

In the event of termination, City shall compensate Contractor for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 7 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Agreement may be extended until said Work is completed and accepted by City.

12. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of nature or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or delayed in their performance of any obligations hereunder by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure.

Contractor must follow all Federal, State, County, and City safety guidelines, including all CDC safety guidelines in effect during the term of the program, including but not limited to social distancing, and personal protection equipment. Inability to conduct the program and follow any and all required safety guidelines from the COVID-19 crisis or other similar emergency, or failure to follow such requirements, including but not limited to, social distancing, shall constitute grounds for immediate cancellation of this Agreement unilaterally by the City upon written notice, which may be provided via electronic mail.

The parties, by mutual agreement, may reschedule the performance of the services to a later date pursuant to the terms of this agreement.

13. Insurance. Contractor shall maintain insurance in accordance with Exhibit "B" throughout the term of this Agreement.

14. Indemnification. Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

A. Contractor shall at all times indemnify, hold harmless and defend the City, its officers, officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Contractor acknowledges and agrees that City would not enter into this Agreement without Contractor's indemnification of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor hereunder shall constitute specific consideration to Contractor for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.

15. Sovereign Immunity. Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

16. Non-Assignability and Subcontracting.

A. Non-Assignability. This Agreement is not assignable and Contractor agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Contractor to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Agreement whereby City shall be released of any of its obligations hereunder. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Contractor's insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Contractor hereunder shall immediately cease and terminate.

B. Subcontracting. Prior to subcontracting for Work to be performed hereunder, Contractor shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Contractor shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Contractor may subcontract Work in accordance with this Article, Contractor remains responsible for any and all contractual obligations hereunder and shall also be

responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Article 28 below.

17. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity, and the Americans with Disabilities Act (ADA).

18. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

20. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor 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 Contractor, 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.

21. Contractor cooperation. The Contractor recognizes 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, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

22. Public Records.

A. 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:

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

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.

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.

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.

B. 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**

23. Governing Law. Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such

lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

24. Waiver and Modification.

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Contractor be considered a waiver of City's rights with respect to that default or any other default by Contractor.

C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

25. No Contingent Fee. Contractor warrants that other than a bona fide employee working solely for Contractor, Contractor has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Contractor's breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

26. Attorneys' Fees and Costs. In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

27. No Third Party Beneficiaries. Contractor and City agree that this Agreement and other agreements pertaining to Contractor's performance hereunder shall not create any obligation on Contractor or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

28. Public Entity Crimes Act. As of the full execution of this Agreement, Contractor certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Contractor is subsequently listed on the *Convicted Vendors List* during the term of this Agreement, Contractor agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.

29. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

30. Headings. The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

31. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

32. Approvals. Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

33. Absence of Conflicts of Interest. Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder.

34. Binding Effect. The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

35. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

ASCELETA HAMMOND, CITY CLERK

By: _____
REX HARDIN, MAYOR

(SEAL)

By: _____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

“CONTRACTOR”

Denison Parking, Inc.

Witnesses:

[Signature]
Jeffrey S. Lile
(Print or Type Name)

[Signature]
MATTHEW T BELANGER
(Print or Type Name)

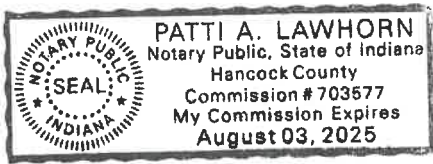
By: [Signature]
C. Perry Griffith, President

STATE OF INDIANA

COUNTY OF MARION

The foregoing instrument was acknowledged before me this 11th day of JUNE, 2020, by C. Perry Griffith as President of Denison Parking, Inc., an Indiana corporation, authorized to do business in Florida, on behalf of the corporation. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY’S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF INDIANA

PATTI A. LAWHORN
(Name of Acknowledger Typed, Printed or Stamped)

703577
Commission Number

EXHIBIT A SCOPE OF WORK

Introduction

Contractor shall provide parking enforcement services to 1300 metered on and off street parking spaces as described below. This will include revenue collection and meter maintenance as described in the appropriate paragraphs below. The contractor will also be responsible for management services for the city's 643 space Pier Garage as described in the Garage Management paragraph below.

Definitions

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.

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.

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.

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.

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

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 Contractor or Expenses of City specifically set forth in each Exhibit.

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

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.

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

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. Contractor 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.

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

Access to City Owned Vehicle and Facilities

City agrees to permit Contractor, on a short-term basis, to utilize a City owned vehicle exclusively for parking enforcement activities. Contractor shall retrieve and return the City owned vehicle to the designated area prescribed by City on a daily basis and shall maintain the vehicle, at all times, in a clean and orderly fashion, and shall perform routine, preventative and necessary repair and maintenance and inspections of the vehicle, its mechanical operation and structural components in accordance with manufacturer's standards and all requirements under state and federal law. Contractor shall perform all required vehicle repair, maintenance or service. Contractor shall be responsible for any claim, loss, damage, cost, charge or expense arising out of the Contractor's operation of the City owned vehicle. Contractor shall provide the requisite insurance coverage, as directed by City, insuring its operation of the city-owned vehicle and any claims that may arise from Contractor parking enforcement activities and shall name City as an additional insured to such coverage.

Upon expiration or termination of this Agreement, Contractor shall ensure the City owned vehicle is returned free and clear of all liens and is in good working condition.

Contractor shall notify City and provide a report in all cases where the city-owned vehicle is involved in any claim of damage, loss or injury, whether involving person or property. Such notification and report shall be provided to City's Risk Manager. A police report shall be obtained in all instances of damages, loss or injury. Contractor shall forward a copy of any traffic citation or notice regarding a moving or non-moving violation to City.

Contractor 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. Contractor has reviewed the existing office and storage facilities and finds them to be acceptable.

Meter Enforcement

Contractor shall provide the following:

- a. Patrol of and enforce 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. Contractor shall be responsible for providing sufficient personnel to issue parking violation citations at a level of enforcement specified by the City. Contractor shall provide this service seven days a week, from 7 am to 11 pm.
- b. Cover all Internet service connections fees, as a result of any remote access to the City's network. Contractors shall provide a list of support vehicles needed for the services and be responsible for all associated maintenance costs.
- c. Coordinate with the City on all matters relating to the installation and maintenance of parking meters, pay stations and change machines. The Contractor 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 Contractor 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. Monitoring, ordering and stocking of expendable products for meters (i.e. printer ink and printer paper). Contractor shall order all supplies and charge the City as a pass through expense with no overhead or profit added to the cost of the supplies.
- e. Utilization of Enterprise Management System (EMS) and Back Office Support System (BOSS) Software to re-program meters, as necessary. The EMS and BOSS systems are used daily for pay station monitoring and software updates.
- f. 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.
- g. Provide immobilization devices for habitual parking enforcement violations in accordance with enacted City Ordinances, local, State and Federal laws.
- h. Provide for towing, as applicable. Services shall be required upon implementation of an upcoming City Ordinance. Contractor and City may negotiate a reasonable rate for these services upon enactment of the City Ordinance. Upon agreement in writing of a rate it shall be made a part of this agreement.
- i. Coordinating the repair or needed maintenance of any field parking software systems with the City's designated vendor(s).

- j. Provide employees with identifiable badges and uniforms, as approved by the City. All vehicles must also have appropriate identifiable marks to indicate Contractor's affiliation with the City of Pompano Beach Parking Services, subject to City approval.
- k. Assigned enforcement personnel shall be appropriately trained and possess all required certifications and/or licenses for issuing non-moving violations. It is further Contractor's responsibility (at own expense) to provide for pre-screening background checks for all personnel to be assigned to the City.
- l. Fielding customer inquiries and complaints related to the parking program.
- m. Provide annual reporting (within 90 days of 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), 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. 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.
- n. Provide, as part of the required annual reporting, an annual survey to City of neighboring cities parking rates, at Contractor's own expense.
- o. Assistance and consultation with the City, as necessary in any enhancement, change or modification of its parking enforcement program.
- p. Assistance in implementing parking programs, including working with businesses, neighborhood groups, and other organizations, as needed.

Citation Management

Contractor shall provide the following:

- a. Processing and maintaining of a database of parking tickets issued.
- b. Inputting citations issued within 48 hours of issuance, including those written by Broward Sheriff's Office 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. Contractor must provide a phone, fax and email address to which violators shall direct inquiries. This information must be indicated on the parking citation issued. Contractor must also coordinate requests by violators for a court date to contest citations and coordinate such efforts with the City Attorney's Office. Contractor shall 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 can 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. The City's system automatically adds a collection fee (i.e. 17%) to each citation amount due once this process has been activated. Contractor shall be utilizing its own accounting systems for input of citations and processing cash receipts, Contractor shall 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, Contractor will 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. Contractor's systems must be able to separately identify initial violation and penalties collected from any collection fee amounts collected.

Garage Management

Subject to the limitations of the approved Budget, Contractor 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, Contractor shall perform the following services and duties for City:

- a. Employ personnel capable of managing and operating the Parking Facility as described above under the Meter Enforcement section.
- b. Operate the Parking Facility on a 24-hour, 7 days-a-week basis, issuing parking permits to contractors and businesses desiring to rent on a short term basis public parking, issuing hangtags for daily and 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.
- c. Maintain business-like relationships with patrons of the Parking Management Services.
- d. Execute City's directives as to the policies pertaining to the Parking Facility whether or not specifically covered in this Agreement.

- e. Recommend to City improvements in the management and operation of the Parking Facility. In addition, Contractor shall provide consulting and advisory services to City concerning the Parking Facility without additional charge to City.
- f. Notify City in advance of any expenditures that are not in the approved Budget and obtain City's approval prior to incurring such expenditure.
- g. Provide audited daily cash count and ticket reconciliation reports along with verification of deposit.
- h. Provide a complete profit and loss report package with detailed general ledger clearly accounting for each income and expense line item on a monthly basis. Any ticket shortfall greater than 1% of monthly missing, lost or unaccounted tickets will be deemed unacceptable by the city. The City shall demand of the operator payment of these tickets equal to the amount currently charged for lost tickets.
- i. Provide on a monthly basis an accounting of unpaid monthly parkers along with evidence of collection efforts. Along with this evidence must be provided that parking privileges for unpaid monthly parkers have been suspended.

Contractor Systems Utilized for Processing & Initial Recording of Transactions

Contractor shall provide or be responsible for the following:

- a. 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. Collection of all parking citation payments at its local office site and entry into Contractor's own cash receipts system. Cash receipts system must accommodate a triple copy receipts system with customer obtaining original, Contractor 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). Contractor 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. Contractor shall be required to submit a copy of the bank deposit slip and a report from Contractor'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 will inform Contractor of such for update of provider's records. Contractor shall be responsible for assessing the NSF fee (in accordance with City policy) to the violator and updating Contractor'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. Contractor shall accept these funds at its local office site and process the receipts in its own cash receipts system. Contractor 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. Contractors shall 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 will provide daily-armed service pickup for physical deposit of meter collections to the bank. Contractor must arrange for deposit and pickup of meter collections within 48 hours of collection from meters. For special events or holidays, Contractor shall make more frequent visits to the meters for collection of coins/cash as such volume of activity might warrant such. Contractor must provide for a secure safe (combination & key, with limited staff access) at local office site to hold meter collections pending armed service pickup.
- d. Contractor 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. These reports must be provided daily 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 shall 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
- Hillsboro Inlet

Contractor 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 must be inclusive of a cash receipts processing report and must be provided within 24 hours of processing of transactions.

- a. Contractor shall 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 Lot. The City issues semi-annual permits at a price of \$60 and annual permits at a price of \$120, based on certain qualifying criteria (i.e. proof of

residency). Contractor shall 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, Contractor 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). Contractor shall prepare bank deposit slips for this activity and the City will provide for daily-armed service pickup of such deposits. Contractor shall 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. Contractor shall 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 Contractor for update of Contractor's records and systems.
- c. Contractor 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.

Contractor shall establish an online system to allow violators to make credit/debit card payments via a secure website (complying with all regulatory requirements). Contractor shall post these online payments to Contractor's cash receipts system. Contractor shall link 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. Contractor shall ensure that the credit/debit card system is PCI DSS compliant and on an annual basis must submit report to Visa/MC as such. Contractor agrees that it is responsible for the security of cardholder data that it possesses, including the functions relating to storing, processing, and transmitting of the cardholder data. Contractor shall comply with all requirements to be PCI DSS compliant and shall maintain said compliance status throughout the term of this agreement. Should the Contractor learn that the Contractor is no longer PCI DSS compliant, Contractor shall immediately provide the City notification along with a detailed plan to remediate the non-compliance status. Failure to inform the City of a non-compliance status within seven (7) calendar days after the Contractor learns of such status shall be grounds for termination of this agreement.

- d. Contractor shall 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. The 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.

- e. Contractor shall provide 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. Contractor shall be responsible for maintaining an infrastructure to allow for this two-way communication and ensuring compatibility of Contractor's system with the State's system, to allow for this interface of data.
- f. Within thirty (30) days from City's fiscal year end (September 30th), Contractor shall 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. Contractor (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. Contractor must staff an 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 and issue late notices for overdue payment of citations etc. It is Contractor's responsibility to provide for all costs associated with staffing and operating the location within Contractor's budgeted costs.
- c. Contractor shall handle all customer service associated with the parking program.
- d. Provide weekly, monthly and annual reports as required above by the City. City reserves the right to ask for additional reports not listed above for data related to the work being performed by the Contractor under this agreement.
- e. The Contractor shall 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 Contractor on behalf of the City 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 Contractor'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. The 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. In addition, the City reserves the right to request additional services as may be required from time to time. Such requests for additional services must be agreed to in writing by both parties.

Communications, Reporting and Audit Requirements

Contractor's Contract Administrator or Designee shall serve a liaison with the City's Contract Administrator. Both parties may ask for periodic meetings, and shall at all times be available either through telephone, email or in person for such meetings. Contractor shall respond to City requests in a reasonable time.

Contractor 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 Contractor'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

Contractor 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. AU 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. Contractor shall conduct monthly audits of parking ticket utilization and monthly cash deposit activity.

City shall have access to Contractor's self-audits of the operations and ticket utilization for the Parking Facility. In addition, the Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor specifically and directly related to the services rendered under or pursuant to this Agreement by the Contractor to the City, if any, relating to performance under the contract until the expiration of three years after contract termination. The Contractor 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 Contractor and the City may choose to store the records in the parking office located at the Parking Facility.

Management Fees and Expenses

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

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. Contractor agrees to use reasonable diligence in the care and protection of the Parking Facility during the term of this Amendment and to surrender the Parking Facility at the termination of this Agreement in as good condition as received, excluding ordinary wear and tear. Contractor shall report any damages or necessary maintenance and repair as soon as they are made known.

Contractor may charge a combined monthly management fee for both the general enforcement for the City and the City’s Pier Garage of four thousand seven hundred and twenty five dollars (\$4,725.00) as provided for within the Budget Summary 2019-2020 Operating Expenses tables provided to the City and attached below.

BUDGET SUMMARY 2020 – 2021 – City Enforcement

OPERATING EXPENSES	APR	MAY	JUN	JUL	AUG	SEP
Expense & Supplies	\$2,359.00	\$2,759.00	\$2,964.00	\$2,359.00	\$2,759.00	\$2,759.00
Insurance	\$197.40	\$197.40	\$197.40	\$197.40	\$197.40	\$197.40
Insurance Group	\$2,253.33	\$2,253.33	\$2,253.33	\$2,253.33	\$2,253.33	\$2,253.33
Insurance Workman Comp	\$286.41	\$305.19	\$286.41	\$305.19	\$295.80	\$295.80
Management Fee	\$3,150.00	\$3,150.00	\$3,150.00	\$3,150.00	\$3,150.00	\$3,150.00
Taxes FICA	\$737.74	\$786.09	\$737.74	\$786.09	\$761.91	\$761.91
Taxes Fed U C	\$106.08	\$113.03	\$106.08	\$113.03	\$109.56	\$109.56
Taxes State U C	\$295.09	\$314.44	\$295.09	\$314.44	\$304.77	\$304.77
Uniforms & Laundry	\$0.00	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00
Utilities - Telephone	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00
Vehicle Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Wage	\$9,643.60	\$10,275.72	\$9,643.60	\$10,275.72	\$9,959.66	\$9,959.66
TOTAL OPERATING EXP:	\$19,328.65	\$20,654.20	\$19,933.65	\$20,054.20	\$20,091.43	\$20,291.43

OPERATING EXPENSES	OCT	NOV	DEC	JAN	FEB	MAR
Expense & Supplies	\$2,359.00	\$2,359.00	\$7,609.00	\$26,094.00	\$2,759.00	\$2,359.00
Insurance	\$197.40	\$197.40	\$197.40	\$197.40	\$197.40	\$197.40
Insurance Group	\$2,253.33	\$2,253.33	\$2,253.33	\$2,253.33	\$2,253.33	\$2,253.33
Insurance Workman Comp	\$295.80	\$295.80	\$305.19	\$305.19	\$267.64	\$305.19
Management Fee	\$3,150.00	\$3,150.00	\$3,150.00	\$3,150.00	\$3,150.00	\$3,150.00
Taxes FICA	\$761.91	\$761.91	\$786.09	\$786.09	\$689.38	\$786.09
Taxes Fed U C	\$109.56	\$109.56	\$113.03	\$113.03	\$99.13	\$113.03
Taxes State U C	\$304.77	\$304.77	\$314.44	\$314.44	\$275.75	\$314.44
Uniforms & Laundry	\$0.00	\$0.00	\$0.00	\$200.00	\$0.00	\$0.00
Utilities - Telephone	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00
Vehicle Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Wage	\$9,959.66	\$9,959.66	\$10,275.72	\$10,275.72	\$9,011.47	\$10,275.72
TOTAL OPERATING EXP:	\$19,691.43	\$19,691.43	\$25,304.20	\$43,989.20	\$19,003.10	\$20,054.20

OPERATING EXPENSES	TOTAL
Expense & Supplies	\$59,498.00
Insurance	\$2,368.80
Insurance Group	\$27,039.96
Insurance Workman Comp	\$3,549.62
Management Fee	\$37,800.00
Taxes FICA	\$9,142.97
Taxes Fed U C	\$1,314.67
Taxes State U C	\$3,657.19
Uniforms & Laundry	\$600.00
Utilities - Telephone	\$3,600.00
Vehicle Maintenance	\$0.00
Wage	\$119,515.90
TOTAL OPERATING EXP:	\$268,087.11

BUDGET SUMMARY 2020 – 2021 – Pier Parking Garage

OPERATING EXPENSES	APR	MAY	JUN	JUL	AUG	SEP
Expense & Supplies	\$1,116.90	\$666.90	\$4,866.90	\$1,316.90	\$1,166.90	\$666.90
Housekeeping	\$195.00	\$195.00	\$395.00	\$195.00	\$195.00	\$195.00
Insurance	\$1,180.00	\$1,180.00	\$1,180.00	\$1,180.00	\$1,180.00	\$1,180.00
Insurance Group	\$1,426.53	\$1,426.53	\$1,426.53	\$1,426.53	\$1,426.53	\$1,426.53
Insurance Workman Comp	\$577.72	\$615.97	\$577.72	\$615.97	\$596.85	\$596.85
POF Monitoring	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00
Maintenance	\$800.00	\$800.00	\$800.00	\$800.00	\$1,050.00	\$800.00
Management Fee	\$1,575.00	\$1,575.00	\$1,575.00	\$1,575.00	\$1,575.00	\$1,575.00
Taxes FICA	\$816.93	\$871.01	\$816.93	\$871.01	\$843.97	\$843.97
Taxes Fed U C	\$117.47	\$125.24	\$117.47	\$125.24	\$121.35	\$121.35
Taxes State U C	\$576.66	\$614.83	\$576.66	\$614.83	\$595.74	\$595.74
Uniforms & Laundry	\$0.00	\$0.00	\$300.00	\$0.00	\$0.00	\$0.00
Utilities - Telephone	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
Vehicle Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Wage	\$10,678.82	\$11,385.70	\$10,678.82	\$11,385.70	\$11,032.26	\$11,032.26
TOTAL OPERATING EXP:	\$21,361.03	\$21,756.18	\$25,611.03	\$22,406.18	\$22,083.60	\$21,333.60

OPERATING EXPENSES	OCT	NOV	DEC	JAN	FEB	MAR
Expense & Supplies	\$1,016.90	\$666.90	\$666.90	\$1,556.90	\$1,366.90	\$666.90
Housekeeping	\$195.00	\$195.00	\$195.00	\$195.00	\$195.00	\$195.00
Insurance	\$1,180.00	\$1,180.00	\$1,180.00	\$1,180.00	\$1,180.00	\$1,180.00
Insurance Group	\$1,426.53	\$1,426.53	\$1,426.53	\$1,426.53	\$1,426.53	\$1,426.53
Insurance Workman Comp	\$596.85	\$596.85	\$615.97	\$615.97	\$539.48	\$615.97
POF Monitoring	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00
Maintenance	\$800.00	\$800.00	\$800.00	\$800.00	\$1,050.00	\$800.00
Management Fee	\$1,575.00	\$1,575.00	\$1,575.00	\$1,575.00	\$1,575.00	\$1,575.00
Taxes FICA	\$843.97	\$843.97	\$871.01	\$871.01	\$762.85	\$871.01
Taxes Fed U C	\$121.35	\$121.35	\$125.24	\$125.24	\$109.69	\$125.24
Taxes State U C	\$595.74	\$595.74	\$614.83	\$614.83	\$538.48	\$614.83
Uniforms & Laundry	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Utilities - Telephone	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
Vehicle Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Wage	\$11,032.26	\$11,032.26	\$11,385.70	\$11,385.70	\$9,971.93	\$11,385.70
TOTAL OPERATING EXP:	\$21,683.60	\$21,333.60	\$21,756.18	\$22,646.18	\$21,015.87	\$21,756.18

OPERATING EXPENSES	TOTAL
Expense & Supplies	\$15,742.80
Housekeeping	\$2,540.00
Insurance	\$14,160.00
Insurance Group	\$17,118.36
Insurance Workman Comp	\$7,162.14
POF Monitoring	\$21,600.00
Maintenance	\$10,100.00
Management Fee	\$18,900.00
Taxes FICA	\$10,127.62
Taxes Fed U C	\$1,456.26
Taxes State U C	\$7,148.91
Uniforms & Laundry	\$300.00
Utilities - Telephone	\$6,000.00
Vehicle Maintenance	\$0.00
Wage	\$132,387.14
TOTAL OPERATING EXP:	\$264,743.23

EXHIBIT B

INSURANCE REQUIREMENTS

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. 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 as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from CONTRACTOR's negligent acts or omissions in connection with CONTRACTOR's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance

Limits of Liability

GENERAL LIABILITY:

Minimum 1,000,000 Per Occurrence and \$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

- XX comprehensive form bodily injury and property damage
- XX premises - operations bodily injury and property damage
- ___ explosion & collapse hazard
- ___ underground hazard
- XX products/completed operations hazard bodily injury and property damage combined
- XX contractual insurance bodily injury and property damage combined
- XX broad form property damage bodily injury and property damage combined
- XX independent CONTRACTORS personal injury
- XX personal injury

___ sexual abuse/molestation Minimum \$1,000,000 Per Occurrence and Aggregate

___ liquor legal liability Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY:

Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

- XX comprehensive form Minimum \$10,000/\$20,000/\$10,000
- XX owned (Florida's Minimum Coverage)
- XX hired
- XX non-owned

REAL & PERSONAL PROPERTY

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

EXCESS LIABILITY

Per Occurrence Aggregate

___ other than umbrella bodily injury and property damage combined \$2,000,000 \$2,000,000

PROFESSIONAL LIABILITY

Per Occurrence Aggregate

XX * Policy to be written on a claims made basis \$1,000,000 \$1,000,000

(3) If Professional Liability insurance is required, CONTRACTOR agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the

termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. If required by law, CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.