

RESOLUTION NO. 2010-1984

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE CONTRACT AMENDMENT WITH LAZ PARKING FOR TWELVE MONTHS; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AMENDMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND MUNICIPAL PARKING FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the "Town") purchased 23 multi-space parking meters and has to maintain and collect revenue from these machines; and

WHEREAS, Laz Parking has been providing maintenance and collection services for the Town's single space parking meters since 1985; and

WHEREAS, Laz Parking has the experience and expertise necessary to provide these services; and

WHEREAS, it is in the best interest of the Town to approve the Contract Amendment in substantially the same form as the attached with Laz Parking to maintain and collect revenue from the multi-space parking meters for twelve months.

NOW, THERE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Contract Amendment. The Contract Amendment between Laz Parking and the Town of Surfside to provide maintenance and revenue collections for the 23 multi-space parking meters, a copy of which is attached as Exhibit "A", together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

Section 3. Authorization of Town Officials. The Town Manager and/or his designee and the Town Attorney are authorized to take all actions necessary to implement the terms and conditions of the Amendment.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Town Manager pursuant to the Town's Purchasing Procedures Ordinance, the Town Manager is authorized to expend Municipal Parking funds to implement the terms and conditions of the Amendment.

Section 5. Execution of Agreement. The Town Manager is authorized to execute the Amendment on behalf of the Town, to execute any required agreements and/or documents to implement the terms and conditions of the Amendment and to execute any extensions and/or amendments, subject to the approval as to form and legality by the Town Attorney.

Section 6. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 9th day of November, 2010.

Motion by Commissioner Karukin, second by Commissioner Olchyk.

FINAL VOTE ON ADOPTION

Commissioner Michael Karukin	<u>Yes</u>
Commissioner Edward Kopelman	<u>Abst</u>
Commissioner Marta Olchyk	<u>Yes</u>
Vice Mayor Joseph Graubart	<u>Yes</u>
Mayor Daniel Dietch	<u>Yes</u>

Daniel Dietch
Daniel Dietch, Mayor

ATTEST:
Debra E. Eastman
Debra E. Eastman, MMC
Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**

Lynn M. Dannheisser
Lynn M. Dannheisser
Town Attorney

EXHIBIT "A"

AMENDMENT TO MANAGEMENT AGREEMENT

This AMENDMENT TO MANAGEMENT AGREEMENT is entered into this the ____ day of _____, _____ by and between The TOWN OF SURFSIDE,(hereinafter referred to as "TOWN") and LAZ PARKING of FLORIDA, LLC, a Connecticut limited liability company (hereinafter referred to as "CONTRACTOR").

WHEREAS, pursuant to that certain Management Agreement dated 15th day of July, 1985, the TOWN is in need of professional parking management and operating services to manage and operate the public parking within the TOWN of Surfside, and in order to meet the goals of enhancing customer service, revenue collection and improving overall operations/efficiencies to meet the needs of the TOWN;

WHEREAS, the parties to the Management agreement wish to amend the Management Agreement to extend the terms thereof;

NOW, THEREFORE, the parties, for good and valuable consideration, the receipt of which is hereby acknowledged, agree as follows:

- a. The term of this amendment shall commence on November 9, 2010, and shall continue in effect for a period of Twelve (12) months from said date.
- b. The CONTRACTOR shall handle the collection of parking fees when due either through cash, coin and/or credit card payments or by parking validation. Specific cash handling procedures will be in place prior to new meter parking pay station implementation. Cash handling procedures will include collection dates, collection zones, cash drop off times and staff members assigned to duties.
- c. The CONTRACTOR's maintenance of the Parking System shall include conducting routine inspections, routine maintenance and preventative maintenance services on Digital Pay Stations. The CONTRACTOR shall take a pro active approach to maintenance so that the Parking System shall always function in the most efficient and proper manner. The TOWN shall be responsible for maintaining an inventory of spare parts; receipt paper; batteries and return of malfunctioning parts. Within 30 days, the CONTRACTOR shall conduct a condition appraisal of the Parking System for any sign of physical damage and/or deterioration and issue a written report that is satisfactory to the TOWN. The CONTRACTOR shall assist the TOWN in implementing the recommendations of the study.
- d. The CONTRACTOR's promotion of the Parking System shall include working with all elements of the community; conducting a customer survey within 60 days; branding the TOWN Parking System; and developing a positive marketing campaign to be completed within 45 days.
- e. Within 30 days of commencing its services hereunder, the CONTRACTOR shall submit to the TOWN its proposed Operations Program (Program), which shall include, among other matters, the operating budget, the capital budget, detailed information regarding a system of cost controls, hours of operation, personnel schedules, and maintenance schedules for the Parking System.
- f. The CONTRACTOR within 30 days shall also develop a strategic plan that includes operating and capital budgets; recommend and implement improvements to the operational procedures currently in place; provide the TOWN with management reports as often as requested but in no case less often than once a month; perform a rate study to determine

proper pricing for the Parking System so that this recommendation may be included in the FY 2011/2012 budget; use technology – including green technologies whenever possible to enhance and improve customer services and operational efficiencies; and report on the status of any Parking System related project as directed by the TOWN.

- g. The CONTRACTOR shall also identify variances between actual and estimated revenues and expenses and performance schedules and will provide an explanatory report on such variances to the TOWN on a monthly basis or more frequently if needed. The Program is subject to review and approval of the TOWN, which may recommend appropriate revisions, changes and additional information to be incorporated into the Program. The CONTRACTOR shall promptly amend its Program to include the TOWN's requirements and will thereafter perform in accordance with the Program, as it may have been amended.
- h. IT IS UNDERSTOOD AND AGREED that CONTRACTOR is retained solely for the purposes of the Project described in original management agreement dated July 15, 1985, and only to the extent set forth in this Amendment. The CONTRACTOR'S relationship to the TOWN shall be that of an independent contractor. Neither the CONTRACTOR nor any of its employees shall be considered under the provisions of this Agreement or for any purposes hereunder, as having an "employee" status or as being entitled to participate in any benefits accrued by or given to TOWN employees. CONTRACTOR acknowledges it has entire control, charge, and supervision of all work to be performed hereunder.
- i. Senior management staff of the CONTRACTOR shall be available to meet with the TOWN and other officials of the TOWN of SURFSIDE as may be required with regard to the services performed hereunder.
- j. The TOWN may, from time to time, request changes in the scope of the services that the CONTRACTOR shall perform hereunder. Such changes, including any increase or decrease in the amount of the CONTRACTOR's compensation, which are mutually agreed upon by and between the TOWN and the CONTRACTOR, shall be valid only when incorporated into a written amendment signed by the parties to this Agreement.
- k. Compensation to the CONTRACTOR for the remaining single space meters remains at \$3.58 per meter per month and \$65.00 per meter per month for the 23 multi-space meters. The parties acknowledge that the number of multi space meters may increase and the number of single space meters may increase or decrease during the amendment period and the unit price shall remain the same, however, the total monthly compensation shall be adjusted accordingly.
- k. TOWN staff shall be the first responders when a multi-space meter malfunctions Monday thru Friday between the hours of 8:00 AM and 5:00 PM. If TOWN staff is unable to resolve the malfunction the CONTRACTOR shall be notified and respond within four (4) business hours. For all other nights and weekend hours the CONTRACTOR shall be the first responder with the maximum response time of 10:00 AM the following day and invoice the Town at a cost of \$25.00 per response call. If the CONTRACTOR fails to respond within the time limit a penalty of \$25.00 per four (4) hour period shall apply.

- l. The CONTRACTOR agrees to the fullest extent permitted by law to indemnify and hold harmless the TOWN from any all claims, damages, losses and expenses (Including but not limited to attorney's fees, arbitration costs, and costs of appellate proceedings) relating to, arising out of or resulting from the negligent acts, errors, mistakes or omissions related to the performance of this Agreement. The parties agree that there has been specific consideration for the indemnification set forth in this agreement, the receipt and adequacy of which is acknowledged.

- m. The TOWN agrees to the fullest extent permitted by law to indemnify and hold harmless the CONTRACTOR from any all claims, damages, losses and expenses (Including but not limited to attorney's fees, arbitration costs, and costs of appellate proceedings) relating to, arising out of, or resulting from the negligent acts, errors, mistakes or omissions unrelated to the performance of this Agreement. The parties agree that there has been specific consideration for the indemnification set forth in this agreement, the receipt and adequacy of which is acknowledged.

- n. The parties agree that all documentation and work product produced pursuant to this agreement shall become the exclusive property of the TOWN and shall be provided to the TOWN upon request.

- o. CONTRACTOR shall comply with all laws, regulations and ordinances of any federal, state, or local governmental authority having jurisdiction with respect to this Agreement ("Applicable Laws") as of the date of this Agreement including but not limited to all applicable conflict of interest provisions provided in State, County, and Town Codes. Failure to follow any of the Applicable Laws may be grounds for termination.

This Amendment shall be effective the ____ day of _____, 2010.

IN WITNESS WHEREOF, the parties hereto have caused their names to be hereto signed by their duly authorized office in the date herein first written.

TOWN:
TOWN OF SURFSIDE

CONTRACTOR:
LAZ PARKING OF FLORIDA, LLC

By: _____

By: _____

Title: _____

Title: _____