

**CITY OF MIAMI BEACH  
COMMISSION ITEM SUMMARY**

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**Condensed Title:**

Retroactively approve the final two (2) year option for renewal with APCOA/Standard Parking, commencing on August 28, 2004 and expiring on August 27, 2006, for parking meter collection services and amend the Agreement to include additional provisions.

**Issue:**

Should the final two (2) year option for renewal with APCOA/Standard Parking for parking meter collection services be retroactively approved commencing on August 28, 2004 and expiring on August 27, 2006; and should the Agreement be amended to include additional provisions?

**Item Summary/Recommendation:**

APCOA/Standard Parking has satisfactorily provided parking meter collection services according to the terms and conditions of the professional services agreement. Moreover, Standard has agreed to institute various audit controls recommended by the City to further safeguard City funds as well as their own operations.

The Administration recommends the adoption of the Resolution.

**Advisory Board Recommendation:**

Endorsed by the Transportation and Parking Committee on October 4, 2004.

**City Clerk's Office Legislative Tracking:**

Saul Frances

**Financial Information:**

**Amount to be expended:**

Source of Funds:		\$260,000	Funds are available from Parking Enterprise Fund Account No. 480.0463.000312
	<input type="checkbox"/>		
	<input type="checkbox"/>	\$260,000	
Finance Dept.			

**Sign-Offs:**

SF _____	CMC <i>CMC</i> _____	JMG <i>JMG</i> _____
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AGENDA ITEM   C75    
DATE   10-13-04

# CITY OF MIAMI BEACH

CITY HALL 1700 CONVENTION CENTER DRIVE MIAMI BEACH, FLORIDA 33139  
www.ci.miami-beach.fl.us



## COMMISSION MEMORANDUM

To: Mayor David Dermer and  
Members of the City Commission

Date: October 13, 2004

From: Jorge M. Gonzalez  
City Manager

A handwritten signature in cursive script, appearing to read "Jorge".

Subject: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RETROACTIVELY APPROVING THE FINAL TWO-YEAR OPTION OF THE PROFESSIONAL SERVICES AGREEMENT WITH APCOA/STANDARD PARKING FOR PARKING METER COLLECTION SERVICES, COMMENCING ON AUGUST 28, 2004 AND EXPIRING ON AUGUST 27, 2006; AND AMENDING THE AGREEMENT TO INCLUDE ADDITIONAL PROVISIONS.**

### ADMINISTRATION RECOMMENDATION

Adopt the Resolution.

### FUNDING

Funds are available in Parking Enterprise Fund # 480-0463-000312 - \$260,000

### ANALYSIS

APCOA/Standard - VIP's Parking Systems "Standard" has provided parking meter collection services for the City's Parking System since August 28, 2001. The initial three year term expired on August 27, 2004. A final two-year term is available at the City's sole discretion. The City may avail itself of this option or approve a month-to-month extension in order to competitively bid these services.

The Administration recommends a retroactive approval, effective August 28, 2004, exercising the final two-year option available in the professional services agreement with Standard. The City has incorporated and Standard has agreed to various additional audit controls for parking meter collection services that are highlighted later in this document.

Standard has satisfactorily performed the duties outlined within the Agreement. The following are excerpts of the general provisions of the Agreement:

#### **General Provisions:**

- Standard Parking Personnel shall be unarmed at all times while engaged in the collection of and transportation of parking meter revenue.
- Standard Parking shall collect coins from parking meters on routes and schedules provided by the Parking Director of the City of Miami Beach, or designee.

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Commission Memorandum

Parking Meter Collection Agreement Renewal Option (APCOA/Standard)

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- Route schedules and collection frequencies may change periodically, as required by normal meter installations and removal and/or rate changes, or when the Parking Director requests a segregated revenue rate test or special collection.
- Standard Parking shall provide secure and safeguarded vehicles. A minimum of three collection vehicles will be supplied and additional vehicles will be provided as needed to perform collection and collection supervision services.
- Each vehicle will be equipped in accordance with the following specifications and with maximum security systems, "maximum security systems" will include, but will not be limited to:
  - (1) electronic vehicle tracking system (Lo-Jack, Tele-Trac, or equivalent);
  - (2) alarm system with sirens covering all entry points including an ignition kill and fuel shut-off;
  - (3) interior steel cages to enclose, keep upright, and distinguish full and empty coin canisters, including an individual slot for each coin collection canister that can be locked in an angle iron compartment independently of each of the other coin collection canisters, and;
  - (4) enclosed vehicles to keep contents from public view.
    - a. The solid bulkhead separating the driver from the back compartment of the vehicle van must have an opening that would permit the driver to have a clear view of the back compartment.
    - b. A drop safe for equipment must be installed on the passenger side of the bulkhead.
    - c. Each vehicle must be equipped with a hinged, spring activated padded bench that would be held down when a collector is seated. A series of safety belts must be provided for the safety of the Standard Parking personnel.
    - d. Each vehicle must be equipped with a method of air conditioning in the rear compartment.
    - e. All vehicles must be unmarked.
    - f. All doors are to lock automatically when closed and be equipped with an alarm system as specified above.
    - g. Standard Parking shall employ all of the personnel safety procedures and/or devices necessary to transport coin safely from parking meters to any place within the City of Miami Beach for the purpose of counting, storing, depositing, or any combination thereof.
    - h. Each vehicle operator will be equipped with a cellular telephone or radio to provide communication from one operator to another operator and to a City of Miami Beach designee.

Standard Parking shall provide the number of vehicles necessary to complete each days scheduled collections and transportation of the collected and/or counted coins.

Each Standard Parking vehicle shall have a minimum of two (2) Standard Parking personnel, in uniform with a photograph identification. Standard Parking's personnel will wear identification tags, provided by the City of Miami Beach, at all times while collecting coins and delivering the collected or counted coins. One Supervisor will remain in radio contact with the Parking Department designee during collection periods.

**Zone Assignments:**

Zone assignments shall be issued daily at the Parking Department at the time the collection equipment is issued. Wheeled carts for collection are to be provided by the City of Miami Beach Parking Department and are to be returned at the close of each day's regular collection.

**Transporting of Funds:**

All funds collected will be transported to the coin processing facility for consolidation. Coins to be consolidated shall be counted by City personnel and then, at the option of the City, delivered by the Standard Parking to a designated Miami Beach depository no later than the first business day following the collection by Standard Parking.

**Coin Responsibilities:**

Standard Parking shall be totally responsible for the security of all collected and counted coins while in their custody and care.

**City of Miami Beach Employees:**

The Standard Parking agrees not to hire any City employee as a part-time or full-time employee that would participate and/or be associated with the services outlined herein in providing parking meter collections services to the City of Miami Beach.

**Supervision:**

The City of Miami Beach Parking Department shall have the right to have its personnel, as deemed appropriate, at the sole discretion of the Parking Director, to closely monitor Standard Parking for any and all security reasons.

Standard Parking shall provide an On-Site Supervisor, at all times, when Collection Services are being provided. The On-Site Supervisor shall coordinate all duties, functions, and respond to all inquiries, as required, with City of Miami Beach Parking Director, or its designee.

**Additional Provisions (Enhancements):**

Standard has agreed to enhance audit controls in a continued effort to safeguard city funds as well as their operations. The following are examples of the enhanced audit controls to be implemented:

- Periodic and consistent rotation of collection assignments for all Standard personnel at the City's discretion and direction.
- Assignment of zones and/or collection routes to Standard personnel at the City's discretion.
- Standard will conduct periodic audits, approved by the City, to ensure the integrity of

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Commission Memorandum

Parking Meter Collection Agreement Renewal Option (APCOA/Standard)

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the collection system and procedure.

- Standard personnel lunch and/or rest periods must be scheduled and approved daily by the City.
- No Standard personnel may conduct parking meter collection functions for more than twelve (12) consecutive months.
- The City reserves the right, at its sole discretion, to have any and all personnel removed from the contract.

### **CONCLUSION**

The Administration recommends that the Mayor and Commission retroactively approve the final two-year option of the professional services agreement with APCOA/Standard for parking meter collections services, said agreement commencing August 28, 2004 and expiring August 27, 2006; and amend the Agreement to include aforementioned additional provisions.

JMG/CMC/SF

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## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** ("Agreement") entered into this \_\_\_\_ day of \_\_\_\_\_, 2003, between *The City of Miami Beach* ("Licensor" and/or "City"), a municipal corporation, whose address is 1700 Convention Center Drive, Miami Beach, FL 33139, and *First American Telecommunication Corporation* ("Licensee"), a Florida corporation, whose address is 1527 NE 4<sup>th</sup> Avenue, Ft. Lauderdale, FL 33304.

**WHEREAS**, the Licensee is in the business of installing, operating, and maintaining coin operated telephones; and

**WHEREAS**, the Licensor desires to grant a license to the Licensee for the purpose of the Licensee installing, operating and maintaining, but not including the placement or sale of advertisements, of coin operated "public interest" telephones (hereinafter, the "pay phones" and/or the "telephones") at designated "City" facilities, as set forth in the attached Exhibit "A", and further subject to all terms, covenants, conditions and provisions set forth below.

**NOW THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00), receipt of which is hereby acknowledged and the mutual terms, covenants, conditions and provisions set forth therein, Licensor and Licensee agree as follows:

1. **Term of Agreement.** The initial term of this Agreement is five (5) years from the effective date thereof, as defined below, with an option, at Licensor's sole discretion, to extend the Agreement on a yearly basis up to a maximum of ten (10) years. Licensor may extend the term of this Agreement, as set forth above, by notifying the Licensee in writing not less than thirty (30) days prior to the expiration of the initial term, or a subsequent one year renewal term, as the case may be. The effective date of this Agreement shall be defined as the date when the pay phones are transferred and/or installed pursuant to this Agreement.
  - a. **Fees:** The Licensee will charge the City a flat service fee of \$45.00 per phone, per month. This fee shall cover all operation charges, taxes, installation and maintenance costs. All payments shall be paid on a monthly basis (NET 15).
  - b. **Other Charges/Fees:** If the Licensor requests Licensee to install new and/or additional pay phones, other than the telephones contemplated in Exhibit "A" attached herein, (equipment and line), there will be a one (1) time installation fee of \$150.00 per payphone. All new installations will become part of this Agreement and subject to the terms and conditions contained herein.

**2. Installation, Operation, Service and Maintenance of Phones.**

It is understood and agreed that the Licensee shall install, operate, service and maintain the pay phones in the space on Licensor's premises. Licensee shall at no time engage in the placement or sale of advertisements on or in the pay phones. Furthermore, Licensee shall have the exclusive right to open, adjust, remove, disconnect, repair, replace, update, modify, connect and alter any telephone which is reasonably necessary to the successful operation of the phone equipment. Installation, placement, and location of the pay phones must be mutually agreed upon. Licensee shall have the right of access to all telephones and or meter rooms necessary for the successful operation of the pay phone equipment. All service calls will be responded to within seventy-two hours (72) by Licensee. Licensor is not responsible for reporting service issues to Licensee. Licensee utilizes "smart phone" technology to detect non-service issues with payphones operated.

Licensor shall notify Licensee by certified mail, return receipt requested, addressed to the principal office of the Licensee, of any deficiencies in equipment, failure of service, nonpayment of rent, or any other failure to perform any of the covenants contained herein. Licensee shall have twenty one (21) days upon receipt of said notification to cure any of the deficiencies described in the Licensor's notification; provided, however, Licensee shall have additional time to cure deficiencies if the failure to cure is caused by the acts or omissions of the local LEC (local exchange carrier).

In the event that Licensee does not remedy, to Licensor's satisfaction, any and/or all of the items noticed in Licensor's notification, then Licensor may terminate this Agreement without further notice to Licensee, and Licensee shall immediately, at its sole cost and expense remove the pay phones installed pursuant to this Agreement and, at not cost to Licensor, return and restore the City property in question to its original condition prior to installation of any pay phones. Licensee shall have a maximum of thirty (30) days after the conclusion of the term of this Agreement, or from the date of earlier termination of this Agreement, as the case may be, in which to remove the pay phones and return the City property in question to its original condition.

The Licensee shall install all pay phones in accordance with all applicable City of Miami Beach, Miami-Dade County, State of Florida and Federal (including but not limited to the Americans with Disabilities Act (ADA)) laws and regulations, (including but

not limited to the most recent editions of the South Florida Building Code, National Electrical Code and the National Electrical Safety Code, as applicable).

Upon the removal of any pay phones, or the termination of this Agreement, the Licensee shall restore and return the Licensee's property to the same condition as before the execution of the Agreement, as provided in Section 2.2 above.

### **3.0 Indemnification.**

3.1 Licensee agrees to indemnify and hold harmless the City of Miami Beach, Florida, and its officers, employees and agents, from and against any and all actions, claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees, for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Licensee, its employees, agents, sub-consultants, or any other person or entity acting under Licensee's control, in connection with the Licensee's performance pursuant to this Agreement; and to that extent, the Licensee shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and attorneys' fees expended by the City in the defense of such claims and losses, including appeals. The parties agree that one percent (1%) of the total compensation to the Licensee under this Agreement is the specific consideration from the City to the Licensee for the Licensee's Indemnity Agreement. This Indemnification shall survive the termination of this Agreement.

The Licensee's obligation under this Subsection shall not include the obligation to indemnify the City of Miami Beach and its officers, employees and agents, from and against any actions or claims which arise or are alleged to have arisen from negligent acts or omissions or other wrongful conduct of the City and its officers, employees and agents. The parties each agree to give the other party prompt notice of any claim coming to its knowledge that in any way directly or indirectly affects the other party.

3.2 In addition to the Indemnification set forth in Section 3.1 above, Licensee acknowledges that the City of Miami Beach, Florida, is a party to that certain Agreement with Clear Channel Adshel, Inc., dated October 17, 2001, entitled "Agreement between City of Miami Beach, Florida and Clear Channel Adshel, Inc. to Construct, Operate and Maintain Bus Shelter Structures and Other Street Furniture throughout the City, pursuant to City of Miami



applicable to the matters contained herein, and Licensor and Licensee agree that there are no commitments, warranties or understandings concerning the subject matter of this Agreement that is not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicted upon any prior representation or Agreements whether oral or written.

9. **Prohibition against Contingent Fees.** Licensee warrants that it has not employed or retained any company or person other than a bona fide employee working solely for Licensee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person (s), company, corporation, individual or firm other than a bona fide employee working for Licensee, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement.

10. **Governing Law and Exclusive Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in state court, and the U.S. District Court, Southern District of Florida, if in federal court. BY ENTERING INTO THIS AGREEMENT, LICENSOR AND LICENSEE EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

11. **Waiver.** No delay or failure on the part of any party to exercise any right or remedy accruing to such party upon the occurrence of any event of default or violation shall effect any such right or remedy or be held to be an abandonment thereof or preclude such party from the exercise thereof at any time during the continuation of any event of default or violation. No waiver of a single event of default or violation shall be deemed to be a waiver of any subsequent event of default or violation.

12. **Records/Audits.** Licensee shall maintain, and require all its subcontractors to maintain correct and complete records, books, documents, papers and account pertaining to services performed in connection with this Agreement. Such records, books, documents, papers and accounts shall be available at all reasonable times for examination and audit by the Licensor or any authorized representative of Licensor upon reasonable notice and shall be kept for a period of two (2) years after the termination of this Agreement.

13. **Title.** Title to all pay phones shall be and remain in the Licensee.

14. **Risk of Loss.** The Licensee and its insurers, if any, shall relieve the Licensor of all risks of loss or damage to the pay phones during the periods of transportation and installation of said telephones.

15. **Default/Termination.** This Agreement may be terminated at the option of either party upon the occurrence of any one of the following events:

15.1 If the Licensee fails to cure any deficiency identified by the Licensor within twenty one (21) days in accordance with this Agreement after notice is given.

15.2 Except as provided in this subsection, if either party is in breach or default of any term, condition, covenant or provision of this Agreement, and such breach or default continues for a period of thirty (30) days after the giving of written notice thereof.

15.3 Termination for Convenience of Licensor as provided in Section 3.2.

15.4 Upon expiration or earlier termination of this Agreement, Licensor and Licensee shall be governed by the provisions of Sections 2.2 and 2.3, respectfully. Notwithstanding this Section 15, and Sections 2.2 and 2.3, respectively, Licensee shall have a continuing obligation to indemnify and hold the City harmless, as provided in Section 3.1, and to reimburse the City for any and all expenses incurred in remedying any default by Licensee.

16. **Notices.** All notices, demands, requests, consents, approvals and other communications (collectively, "Notices"), required or permitted to be given hereunder, shall be in writing and sent by facsimile (or similar device) and by either: (1) registered or certified air mail, postage prepaid, return receipt requested; or (2) special delivery service (e.g. Federal Express, DHL, UPS, etc.); addresses to the party to be so notified as follows:

**If to Licensor**

City of Miami Beach  
1700 Convention Center Drive  
Miami Beach, Fl 33139

[Insert CMB contact person]

**If to Licensee**

First American Telecommunication Corporation  
1527 NE 4<sup>th</sup> Avenue  
Ft. Lauderdale, FL 33304

**[Insert First American contact person]**

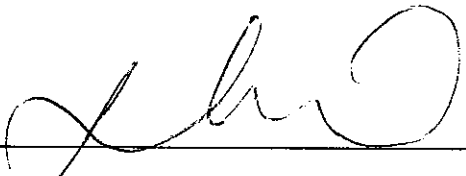
Each notice sent in accordance with the requirements of this section shall be deemed effectively given upon actual receipt. Each person designated herein to receive any notice or a copy thereof may change the address at which, or the person to whom notice or a copy thereof is to be delivered, by notice given in accordance with the requirements of this section.

17. **ASSIGNMENT.** Except as otherwise provided below, Licensee shall not assign all or any portion of its costs or obligations under this Agreement without the prior written consent of the Licensor's City Manager or his designee, which shall not be unreasonably withheld. Licensee shall notify the Licensor of any proposed assignment in writing, at least thirty (30) days prior to the proposed effective date of such assignment and Licensor shall respond within thirty (30) days. In the event that any such assignment is approved by the Licensor, the assignee shall agree to be bound by all the covenants of this Agreement required of Licensee.

18. **LAWS.** Licensee shall comply with all applicable City, County, State, and Federal ordinances, statutes, rules and regulations. Licensee shall also cause the pay phones to comply fully with Titles I, II, and III of the ADA and comparable Florida law (553.501 to 553.513 Florida Statutes in Chapter 760, Florida Statutes) and related regulations.

19. **LIMITATION OF CITY'S LIABILITY FOR BREACH OF CONTRACT.** The City of Miami Beach desires to enter into this Agreement only if in so doing the City can place a limit on its liability for any cause of action for breach of this Agreement, so that its liability for any such breach never exceeds the sum of \$10,000. Licensee hereby expresses its willingness to enter into this Agreement with a \$10,000 limitation on recovery for any action for breach of contract. Accordingly, and in consideration of the separate consideration of \$10.00, the receipt of which is hereby acknowledged, the City shall not be liable to Licensee for damages to Licensee in an amount in excess of \$10,000, for any action for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of limitation placed upon the City's liability as set forth in Florida Statutes, Section 768.28.

IN WITNESS THEREOF, the parties respectively executed this Agreement as of the day and year first written above.



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Goran Dragoslavic, President

First American Telecommunication Corp.


Date: 12-24-03

Attest:



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Secretary



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Name/Title: PD Walker CFO

City of Miami Beach, Florida

Date: 12/16/03

Attest:

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City Clerk

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION



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City Attorney *RSB* 12-11-03  
Date

# City of Miami Beach Payphones ACTIVE

IN	NAME	ADDRESS
1 (305) 672-9619	MIAMI BEACH CITY OF	1 WASHINGTON AV ROOM RESTRM
2 (305) 672-9028	PALM HIBISCUS ISLAN	100 PALM AV
3 (305) 673-9911	CITY OF MIAMI BEACH	1001 OCEAN DR
4 (305) 673-9702	MIAMI BEACH POLICE	1100 WASHINGTON AV FLR LOBBY
5 (305) 538-9368	CITY OF MIAMI BEACH	1245 MICHIGAN AV
6 (305) 672-9821	MIAMI BEACH CITY OF	1700 CONVENTION CENTER DR
7 (305) 538-9323	THEATRE OF PERFORMI	1700 WASHINGTON AV
8 (305) 672-9309	TOPA	1700 WASHINGTON AV
9 (305) 531-7455	MIAMI BEACH CONVENT	1901 CONVENTION CENTER DR FLR 1 SOUTH BUILDING HALL D
10 (305) 531-7149	MIAMI BEACHCONVENT	1901 CONVENTION CENTER DR FLR 1 SOUTH BUILDING HALL D
11 (305) 532-7674	MIAMI BEACH CONVENT	1901 CONVENTION CENTER DR FLR 1 WEST BUILDING HALL C
12 (305) 673-9957	STEPHEN MUSS CON	1901 CONVENTION CENTER DR UNIT ENTR N FLR 1 BUILDING HALL A
13 (305) 673-9962	STEPHEN MUSS CON	1901 CONVENTION CENTER DR UNIT ENTR N FLR 1 BUILDING HALL A
14 (305) 673-9859	STEPHEN MUSS CON	1901 CONVENTION CENTER DR UNIT ENTR S FLR 1 BUILDING HALL B
15 (305) 673-9851	STEPHEN MUSS CON	1901 CONVENTION CENTER DR UNIT ENTR S FLR 1 BUILDING HALL B
16 (305) 673-5814	MIAMI BEACHCONVENT	1901 CONVENTION CENTER DR UNIT ENTR S FLR 1 BUILDING HALL B
17 (305) 866-9508	NORMANDY SHRS GOLF	1901 CONVENTION CENTER DR UNIT N OF ENTR FLR 1 BUILDING HALL C
18 (305) 672-9160	MIAMI BEACH MARINA	2401 BIARRITZ DR UNIT CAFE
19 (305) 672-9141	MIAMI BEACH YOUTH	268 ALTON RD PIER E
20 (305) 673-9763	MIAMI	2700 SHERIDAN AV FLR 1
21 (305) 532-3926	CITY OF MIAMI BEACH	300 ALTON RD PIER E
22 (305) 674-9718	MIAMI WATER TRANSIT	451 DADE BLVD BUILDING PUB WRKS
23 (305) 673-9719	LIFE GUARD STATION	4525 COLLINS AV
24 (305) 861-8304	CITY OF MIAMI BEACH	4621 COLLINS AV
25 (305) 695-8107	Bass Museum	6840 INDIAN CREEK DR FLR LOBBY
26 (305) 695-8865	Bass Museum	2121 Park Ave 2122 Park Ave

EXHIBIT A