

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** May 22, 2019

FROM: Douglas R. Gonzales, City Attorney

SUBJECT: Proposed Agreement with Broward County for Parking Management and Enforcement Services in the North Beach Pocket Park Parking Lots by the City's Parking Division.

I have reviewed the above referenced Agreement with the participating Department/Office(s), and the proposed general business terms and other significant provisions are as follows:

- 1) Department/Division involved – Dept. of Development Services/Parking Division
 - 2) Type of Agreement – Agreement
 - 3) Method of Procurement (RFP, bid, etc.) – n/a
 - 4) Term of Contract:
 - a) initial – one year
 - b) renewals (if any) – one additional one year
 - c) who exercises option to renew – mutual
 - 5) Contract Amount – County will pay City in the amount equal to 10% of gross parking revenues collected in or for the pocket parks, along with monthly merchant fees in the form of \$0.24 per transaction, as more specifically set forth in Exhibit “A” of the agreement.
 - 6) Termination Rights – for cause or for convenience.
 - 7) Indemnity/Insurance Requirements – Indemnity and Insurance subject to Section 768.28, Florida Statutes. (See Article 6 of the Agreement).
 - 8) Scope of Services – The City will administer parking management and enforcement services for the North Beach Pocket Parks. Enforcement will be pursuant to the City's regulations.
 - 9) Other Significant Provisions: (a) Parking rates at the Pocket Parks shall be established by the County, and there will be no distinction or difference in rates charged to City residents and nonresidents; (b) payment of parking fees will be through the Parkmobile mobile app; (c) City will provide signage in accordance with services description set forth in Exhibit “A”.
- cc: Dr. Wazir Ishmael, City Manager