

RESOLUTION NO. 127-18

A RESOLUTION OF THE CITY OF DELRAY BEACH, FLORIDA APPROVING AN AGREEMENT WITH PARK ASSIST, LLC FOR A PARKING COUNT AND GUIDANCE SYSTEM; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THIS AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

WHEREAS, the City requires a parking count and guidance system; and

WHEREAS, the City desires to enter into an agreement with Park Assist, LLC; and

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

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


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

Section 2. The City Commission of the City of Delray Beach has reviewed and hereby approves this Agreement between the City and Park Assist, LLC, which is attached hereto and incorporated herein as "Exhibit A."

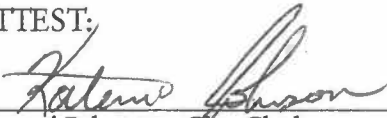
Section 3. The City Commission authorizes the City Manager to execute the Agreement and any amendments and/or renewals thereto, and take any other actions necessary to effectuate this Agreement.

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

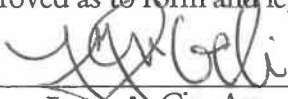
PASSED AND ADOPTED in regular session on the 4th day of December, 2018.


MAYOR

ATTEST:


Katerri Johnson, City Clerk

Approved as to form and legal sufficiency:


Interim City Attorney

AGREEMENT

THIS AGREEMENT is made and entered into this 4th day of December, 2018 (the "effective date"), by and between the City of Delray Beach, a Florida municipal corporation ("City"), whose address is 100 NW 1st Avenue, Delray Beach, Florida 33444, and Park Assist, LLC, a Delaware corporation (hereafter referred to as "Contractor") authorized to do business in Florida, whose address is 57 W 38th Street, 11th Floor, New York, New York 10018.

WHEREAS, the City desires to retain the services of the Contractor to provide the goods and services in accordance with the City's Request for Proposals No. 2018-033, and the Contractor's response thereto, all of which are incorporated herein by reference.

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

ARTICLE 1. INCORPORATION OF REQUEST FOR PROPOSALS

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Request for Proposals No. 2018-033 and the Contractor's response thereto, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the City's Request for Proposals, which are incorporated herein by reference.

ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein as "Exhibit A", according to the terms and specifications of the referenced Request for Proposals.

ARTICLE 4. MISCELLANEOUS PROVISIONS

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

- i. As to the City:
City of Delray Beach
100 NW 1st Street
Delray Beach, Florida 33444
Attn: City Manager
Email: LauzierM@mydelraybeach.com
- ii. with a copy to:
City of Delray Beach
200 NW 1st Street
Delray Beach, Florida 33444
Attn: City Attorney

Email: LohmanM@mydelraybeach.com

iii. As to the Contractor: Park Assist, LLC
57 W 58th Street, 11th Floor
New York, New York 10018
Attn.: Molly Silverstein, Regional Account Manager
Email: Molly.Silverstein@parkassist.com

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

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

ARTICLE 5. CONTRACT TERM

The term of this Agreement shall be from the effective date through the completion of work and full acceptance by the City, including all maintenance, warranty and/or support periods, unless terminated earlier in accordance with terms set forth in this solicitation.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

[SEAL]

CITY OF DELRAY BEACH, FLORIDA

By: Mark R. Lauzier
Mark R. Lauzier, City Manager

ATTEST:

By: Katerri Johnson
Katerri Johnson, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
City Attorney

[SEAL]

CONTRACTOR

By: [Signature]
Joe Ruggero
Printed Name
Executive Vice President
Title

STATE OF NEW YORK
COUNTY OF Bronx

The foregoing instrument was acknowledged before me this 6th day of NOVEMBER, 2018 by JOE RUGGERO, as EXECUTIVE VICE PRESIDENT (name of officer or agent, title of officer or agent), of PARK ASSIST, LLC (name of corporation acknowledging), a DELAWARE (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced HE IS KNOWN TO ME (type of identification) as identification

SALLY LOFTIN
Notary Public, State of New York
No. 01LO6239999
Qualified in Bronx County
Commission Expires April 25, 2015

[Signature]
Notary Public – State of NY

6/1/19

Exhibit A
Pricing Schedule

ONE-TIME COSTS					
Item No.	Description	Unit of Measure	Unit Price	Estimated Qty	Optional (Yes/No?)
1	M4 Sensors	Each	\$274.86	158	No
2	Loop Detectors and Delineators	Each	\$615.30	2	No
3	Network and Head End Equipment (server, cabinets etc.)	Lump Sum	\$43,531.03	1	No
4	Cables and Channel	Lump Sum	\$9,170.31	1	No
5	Signage (13 Interior Aisle Signs, 1 Monument Sign with 5 LED Inserts)	Lump Sum	\$33,412.50	1	No
6	Installation, Project Management, CAD Design, Logistics, Commissioning and Networking	Lump Sum	\$65,951.96	1	No
7	Mobile Application	Each	\$7,680.60	1	Yes
8	Alerts Software (license plate alerts)	Each	\$8,000.00**	1	Yes
9	Find My Car Software	Each	\$8,000.00**	1	Yes
10	Indoor Find My Car Kiosk	Each	\$10,700.00	1	Yes
11	Preventative Maintenance Year 1*	Year	\$0.00**	1	Yes
12	Preventative Maintenance Year 2*	Year	\$4,542.00	1	Yes
13	Preventative Maintenance Year 3*	Year	\$4,679.00	1	Yes
14	Preventative Maintenance Year 4*	Year	\$4,819.00	1	Yes
15	Preventative Maintenance Year 5*	Year	\$4,963.00	1	Yes
16	Preventative Maintenance Year 6*	Year	\$5,112.00***	1	Yes
RECURRING COSTS					
Item No.	Description	Unit of Measure	Unit Price	Estimated Qty	Optional (Y/N?)
1	None	N/A	N/A	N/A	N/A

*Preventative maintenance options begin after initial one-year warranty period.

**Indicates a negotiated price.

***Indicates corrected unit of price from original proposal due to scrivener's error.