9	**AGENDA ITEM** **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**
	Deadline for Submission - Wednesday 9 a.m. – Thirteen Days Prior to BCC Meeting

11/19/2019

BCC MEETING DATE

TO: **Michael D. Wanchick, County Administrator** **DATE:** **October 31, 2019**

FROM: **Jesse Dunn, OMB Director** **PHONE:** **904 209-0568**

SUBJECT OR TITLE: **RFP 19-33: Parking Management Program**

AGENDA TYPE: **Business Item, Contract, Resolution**

BACKGROUND INFORMATION:

On April 17, 2018, the Board of County Commissioners approved staff to pursue an off-beach parking management program for Beach Services. As part of a subsequent August 7, 2018 Commission agenda item regarding boat ramp services cost recovery, staff informed the Commission that a boat ramp fee would be incorporated into the off-beach parking management solicitation. St. Johns County Purchasing issued a Request for Proposals (RFP) on January 17, 2019 in accordance with St. Johns County Purchasing Policy and Procedures. The RFP solicited proposals from experienced and qualified firms to propose a parking management program for SJC facilities, including off-beach and boat ramp sites, provided in the RFP, with the potential for the program to be expanded to additional facilities. SJC Purchasing received five (5) proposals on February 21, 2019. The Evaluation Committee met on March 7, 2019, where the scores for each firm and the ranking of respondents were announced. The evaluation committee ranked Republic Parking System, LLC as the number one ranked firm. On April 2, 2019, the Commission adopted Resolution 2019-103, authorizing the County Administrator, or his designee, to enter into negotiations with Republic Parking System, LLC, and to draft a final approval by the Board, which includes the options of a combined beach driving and parking pass and recommendations by the North Florida Transportation Planning Organization. Staff has negotiated with Republic and has established proposed terms and conditions for the new parking management program for the Board's review and approval. The proposed program provides for Republic to provide any and all required labor, equipment, materials, transportation, and technology necessary to manage the parking program for St. Johns County. In exchange for their performance of the required services, Republic shall be compensated from a percentage of revenue generated from parking fees; that percentage varying based upon the amount of parking fees collected. Additionally, the County shall pay Republic a monthly user fee per meter, allowing the County a termination for convenience clause without a large payment due to Republic for their initial capital investment. Finally, all amounts generated from citations issued for non-payment shall be remitted in whole to the County. The new parking management program is tentatively scheduled for a March 1, 2020 date. The program will be implemented at off-beach and boat ramp locations throughout St. Johns County, as well as at on-beach access ramps as provided in the RFP and the proposed contract scope. The proposed fee structure and enforcement program is provided in the draft contract. Staff recommends awarding and executing a contract with Republic Parking Systems, LLC for an initial term of three (3) years, and availability of two (2) one (1) year renewal options. However, the County reserves the right to renegotiate the terms of the contract at the end of the first year of the initial term to extend either the initial term of the agreement and/or the renewal term(s) available to the County for exercise if it is in the best interests of the County to do so.

1. IS FUNDING REQUIRED? No **2. IF YES, INDICATE IF BUDGETED.** No

IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED:

INDICATE FUNDING SOURCE:

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to approve Resolution No: 2019 - , authorizing the County Administrator, or designee to execute a contract with Republic Parking Systems, LLC, in substantially the same form and format as attached, for the parking management program in accordance with RFP No: 19-33, as negotiated.

For Administration Use Only:
Legal: RDR 11/7/2019 **OMB: JDD 11/8/2019** **Admin: DML 11/8/2019**

RESOLUTION NO. 2019 -_____

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE AN AGREEMENT, IN SUBSTANTIALLY THE SAME FORM AND FORMAT AS ATTACHED, WITH REPUBLIC PARKING SYSTEM, LLC FOR PARKING MANAGEMENT PROGRAM UNDER RFP 19-33, AS NEGOTIATED.

RECITALS

WHEREAS, the County desires to enter into a contract with Republic Parking System, LLC to provide a parking management program, in accordance with RFP No: 19-33; and

WHEREAS, the scope of the services will be to provide any and all labor, materials, equipment, transportation, and supervision necessary for providing a parking management program, in accordance with RFP No: 19-33, and as negotiated; and

WHEREAS, through the County's formal RFP process, Republic Parking System, LLC was evaluated as the highest ranked respondent to enter into contract with the County to perform the work referenced above; and

WHEREAS, the County has negotiated the terms, provisions, conditions and requirements of the proposed agreement (attached hereto, an incorporated herein) and finds that entering into contract to complete the work services serves a public purpose.

WHEREAS, the program shall be funded through the revenue generated by the parking management program.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to execute an Agreement, in substantially the same form and format as attached with Republic Parking System, LLC to provide the services set forth in RFP No: 19-33, as negotiated.

Section 3. The County fee schedule shall be amended to include the fees as provided in the parking management program.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this ____ day of _____, 2019.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

By: _____
Chair

ATTEST:
ST. JOHNS COUNTY, FL
CLERK OF COURT: Hunter S. Conrad, Clerk

By: _____
Deputy Clerk

CONTRACT AGREEMENT
RFP NO: 19-33; Parking Management Program
Master Contract #: _____

This Contract Agreement, ("Agreement") is made as of this _____ day of _____, 2019, ("Effective Date") by and between **St. Johns County, FL** ("County" or "Owner"), a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, and **Republic Parking System, LLC** ("Contractor"), authorized to do business in the State of Florida, with offices located at 633 Chestnut Street, Suite 2000, Chattanooga, TN 37450; Phone: (423) 756-2771; Fax: (423) 265-5728; and Email: jskelton@reefparking.com.

In consideration of the mutual promises contained herein, the County and the Contractor agree as follows:

ARTICLE 1 – DURATION and EXTENSION
This Agreement shall become effective upon signature by both parties, as of the Effective Date shown above, shall remain in effect for an initial term of three (3) calendar years, and may be renewed for up to two (2) one (1) year renewal terms, upon satisfactory performance by the Contractor, mutual agreement by both parties, and the availability of funds. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to renew or extend this Agreement**.** It is further expressly understood that the option of renewal is exercisable only by the County**,** and only upon the County's determination that the Contractor satisfactorily performed the Services noted in the Contract Documents**.**

The County reserves the right to renegotiate the initial term and/or renewal terms of this Agreement with the Contractor at the end of the first calendar year in the initial term, or at any point where the County and Contractor mutually agree that renegotiating the term of this Agreement serves the best interest of the County and the Contractor.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS
The term "Contract Documents" shall include all RFP Documents and any addenda/exhibits thereto; all Specifications; this Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all Change Orders.

ARTICLE 3 - SERVICES
The Contractor's responsibility under this Agreement is to provide any and all labor, supervision, materials, equipment, software, transportation, training, maintenance, and reporting necessary to manage the County's paid parking program at the designated County facilities, to include, but not be limited to: implementation, installation of infrastructure, enforcement, development and potential expansion, and education and outreach, as specified in the Scope of Services, proposed by the Contractor, approved by the County in accordance with RFP No: 19-33 and as otherwise provided in the Contract Documents.

Services provided by the Contractor shall be under the general direction of St. Johns County Administration or other authorized County designee, who shall act as the County's representative throughout the duration of this Agreement.

ARTICLE 4 – SCHEDULE
The Contractor shall perform the required services in according with the schedule submitted and approved by the County. No changes to said schedule shall be made without prior written authorization from the County's representative.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

A. In exchange for satisfactory performance of the required services, the Contractor shall be compensated at the rate of fifty percent (50%) of the revenue generated from parking fees collected at County facilities, up to the first one million seven hundred thousand dollars ($1,700,000) collected; at the rate of thirty seven percent (37%) of the revenue generated from $1,700,001 to $2,200,000; and at the rate of eleven percent (11%) of the revenue generated over two million two hundred thousand dollars ($2,200,000).

B. Additionally, the County shall pay to the Contractor a monthly user fee of two hundred fifteen dollars ($215.00) per pay station, for thirty six (36) pay stations placed at County facilities. If, at the end of five (5) years, this Agreement has not been terminated for convenience, the Contractor shall reimburse the County fifty percent (50%) of the user fees paid over the five (5) year period. In the event this Agreement is renegotiated to include a term of ten (10)

calendar years, and the County does not terminate for convenience at the end of ten (10) years, the Contractor shall reimburse the County one hundred percent (100%) of the user fees paid to the Contractor over the ten (10) year period.

C. Contractor shall remit to the County, at the end of each week, fifty percent (50%) of all revenue generated by parking fees collected at County facilities, until the amount of revenue generated reaches one million seven hundred thousand dollars ($1,700,000). At such time as the revenue generated exceeds one million seven hundred thousand dollars ($1,700,000) but does not exceed two million two hundred thousand dollars ($2,200,000), the Contractor shall remit to the County, at the end of each month, sixty three percent (63%) of all revenue generated by parking fees collected at County facilities. At such time as the revenue generated exceeds two million two hundred thousand dollars ($2,200,000) the Contractor shall remit to the County, at the end of each month, eighty nine percent (89%) of all revenue generated by parking fees collected at County facilities.

D. Contractor shall remit to the County, at the end of each week, one hundred percent (100%) of all revenue generated from citations, including additional late fees, fines, penalties, and collections related to parking fees at County facilities.

E. It is strictly understood that Contractor is not entitled to any amount of compensation. Rather, Contractor's compensation is based upon Contractor's adhering to the specifications for all required services detailed in this Agreement.

F. Contractor shall submit an invoice to the County, at the end of each month, for the user fees for the pay stations. The bill shall include a list of all pay stations, including locations, the unit cost for each item, and the total amount owed for the month. Contractor's acceptance of the County's payment of the invoiced amount shall release the County from any claim by the Contractor related to the use of the specified pay stations for that billing period.

G. The Contractor shall provide to the County a weekly reconciliation report detailing all revenues collected, which shall include a breakout by location, including the type of revenue, and all sales tax associated with the revenue collected.

H. Unless otherwise notified, bills/invoices should be delivered to:

St. Johns County Office of Management & Budget
Attn: Jesse Dunn, Director
500 San Sebastian View
St. Augustine, FL 32084

I. FINAL PAYMENT & INVOICE: In order for the County and the Contractor to reconcile/close their books and records at the end of this Agreement, the Contractor shall clearly indicate "Final Invoice" on the Contractor's final bill/invoice to the County and "Final Payment" on the Contractor's final payment and reconciliation report to the County. Such indication establishes that all services have been satisfactorily performed, that all charges and costs have been invoiced, and all payments have been remitted to the County and that there is no further Work to be performed under this Agreement.

ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the date of this Agreement.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

ARTICLE 7 – ARREARS

The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 8 – TERMINATION

A. This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance

written notice to the Contractor of such termination without cause.

B. This Agreement may be terminated by the County with cause upon at least seven (7) calendar days advance written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

ARTICLE 9 – NOTICE OF DEFAULT/RIGHT TO CURE

A. Should the County fail to perform (default) under the terms of this Agreement, then the Contractor shall provide written notice to the County, which such notice shall include a timeframe of no fewer than ten (10) business days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.

B. Should the Contractor fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Contractor, which such notice shall include a timeframe of no fewer than seven (7) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.

C. Consistent with other provisions in this Agreement, Contractor shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.

D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:

1. Stop work on the date to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 10 – PERSONNEL

The Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Work as provided in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County.

All Work required hereunder shall be performed by the Contractor, or under its supervision. All personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Work.

Any changes or substitutions in the Contractor's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Contractor warrants that all Work shall be performed by skilled and competent personnel to the highest professional standards in the field. The Contractor is responsible for the professional quality, technical accuracy, and timely completion of all work performed hereunder, and shall correct or revise any errors or deficiencies in the Work, without additional compensation.

ARTICLE 11 – SUBCONTRACTING

The County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the Work described in the Contract Documents. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Work in a timely fashion, the Contractor shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

ARTICLE 12 – E-VERIFY

The Contractor shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify employment

eligibility of all personnel hired to perform any portion of the services required under this Agreement. Additionally, the Contractor shall expressly require any and all sub-contractors and/or sub-consultants to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of any and all personnel hired to perform any portion of the services required under this Agreement.

ARTICLE 13 – FEDERAL AND STATE TAX

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall provide a tax exemption certificate to the Contractor upon request. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the County and by the Contractor that the Contractor shall not be authorized to use the County's Tax Exemption status in any manner.

The Contractor shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Contractor's performance under this Agreement.

ARTICLE 14 – AVAILABILITY OF FUNDS

The County's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the St. Johns County Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriate in the County's budget for such purpose in that fiscal year. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this Agreement during any given County fiscal year. Moreover, it is expressly noted that the Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE 15 - INSURANCE

The Contractor shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of $1,000,000 per occurrence, $2,000,000 aggregate to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain throughout the life of the awarded Agreement, Technology Errors & Omissions/Professional Liability with minimum limits of $5,000,000 per occurrence and aggregate. The Technology Errors & Omissions/Professional Liability Insurance shall cover the Contractor and third parties, at a minimum, the following: Liability for Technology Products/Services, Data Breach, Media Content, Privacy Liability, and Network Security. Coverage retro date shall be prior to commencement of work.

The Contractor shall maintain throughout the life of the awarded Agreement, Cyber Liability & Data Storage Insurance with minimum limits of $2,000,000 per occurrence, $5,000,000 aggregate. The Cyber Liability Insurance shall cover, at a minimum, the following: Data Loss and System Damage Liability; Security Liability; Privacy Liability; and Privacy/Security Breach Response Coverage, including Notification Expenses. The Cyber Liability Insurance may be included as part of the Professional Liability Insurance required above.

The Contractor shall maintain throughout the life of the awarded Agreement, Crime Coverage with minimum limits of

$2,000,000 per occurrence.

The Contractor shall maintain during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of $1,000,000.

The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of $2,000,000.00 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain throughout the life of the awarded Agreement, Umbrella or Excess Liability Insurance covering workers' compensation, commercial general liability and business auto liability with minimum limits of liability of $1,000,000.

The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

ARTICLE 16 - INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County and its officers and employees from claims, liabilities, damages, losses, and costs, including court costs, expert witness and professional consultation services, and attorneys' fees, arising out of the Consultant's errors, omissions, or negligence. The Contractor shall not be liable to, nor be required to indemnify the County for, any portions of damages arising out of any error, omission, or negligence of the County or its officers and employees.

ARTICLE 17 – SUCCESSORS AND ASSIGNS

The County and the Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

ARTICLE 18 – NO THIRD PARTY BENEFICIARIES

It is expressly understood by the County, and the Contractor, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 19 – REMEDIES

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 20 – CONFLICT OF INTEREST

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the County, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and

request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Contractor.

The County agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Agreement.

ARTICLE 21 – EXCUSABLE DELAYS

The Contractor shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's ommissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the Contractor's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the Contractor and its subcontractor(s) and is without the fault or negligence of either of them, the Contractor shall not be deemed to be in default.

Upon the Contractor's request, the County shall consider the facts and extent of any delay in performing the work and, if the Contractor's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

ARTICLE 22 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Contractor shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Agreement.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, shall be kept confidential by the Contractor and shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Agreement, or at the County's expense, shall be and remains the County's property and may be reproduced and reused at the discretion of the County.

The County and the Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 23 – INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the Contractor's sole direction, supervision, and control.

The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County. The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 24 – CONTINGENT FEES

Pursuant to Section 287.055(6), Florida Statutes, the Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

Violation of this section shall be grounds for termination of this Agreement. If this Agreement is terminated for violation of this section, the County may deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

ARTICLE 25 – ACCESS AND AUDITS
The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 26 – NONDISCRIMINATION
The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 27 – ENTIRETY OF CONTRACTUAL AGREEMENT
The County and the Contractor agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and the Contractor.

ARTICLE 28 – ENFORCEMENT COSTS
If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 29 – COMPLIANCE WITH APPLICABLE LAWS
Both the County and the Contractor shall comply with any and all applicable laws, rules, regulations, orders, and policies of the County, State, and Federal Governments.

ARTICLE 30 – AUTHORITY TO PRACTICE
The Contractor hereby represents and warrants that it has and shall continue to maintain all licenses and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

ARTICLE 31 – SEVERABILITY
If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 32 – AMENDMENTS AND MODIFICATIONS
No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the County’s notification of a contemplated change, the Contractor shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Contractor's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Contractor shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is be changed or amended the Contractor shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

ARTICLE 33 – FLORIDA LAW & VENUE
This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this

Agreement shall be held in St. Johns County, Florida.

ARTICLE 34 – ARBITRATION
The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

ARTICLE 35 - NOTICES
All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department
Attn: Jaime Locklear, Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

Republic Parking System, LLC
Attn: Jack Skelton, VP
633 Chestnut Street, Suite 2000
Chattanooga, TN 37450-2000

ARTICLE 36 - HEADINGS
The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

ARTICLE 37 –PUBLIC RECORDS

A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;

(2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and

(4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of this Agreement, 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 this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, publicrecords@sjcfl.us

ARTICLE 38 – USE OF COUNTY LOGO
Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval St. Johns County, Florida.

ARTICLE 39 – SURVIVAL
It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

ARTICLE 40 – AUTHORITY TO EXECUTE
Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative shown below.

- - - - - - - - - - - - - - - - - - - -

RFP NO: 19-33; Parking Management Program
Master Contract #: _____

IN WITNESS WHEREOF, authorized representatives of the County and Contractor have executed this Agreement on the day and year below noted.

COUNTY:

St. Johns County, FL
County Name

By: _____
Signature - County Representative

Jaime T. Locklear, MPA, CPPO, CPPB
Printed Name – County Representative

Purchasing Manager
Printed Title – County Representative

_____
Date of Execution

ATTEST: HUNTER S. CONRAD, CLERK OF COURT

_____
Deputy Clerk

_____
Date of Execution

LEGALLY SUFFICIENT

_____
Deputy County Attorney

_____
Date of Execution

CONTRACTOR:

Republic Parking System, LLC
Company Name

_____
Signature of Contractor Representative

_____
Printed Name – Contractor Representative

_____
Printed Title – Contractor Representative

_____
Date of Execution

RFP NO: 19-33; Parking Management Program
Master Contract #: _____

EXHIBIT "A"
SCOPE OF SERVICES

The County has currently identified the following locations as off-beach and boat ramp parking facilities where the parking management operations shall be implemented. The County may, at its discretion, add and/or delete facilities from the parking management program, in order to serve the best interests of the County.

Lot Number	Location	# of Spaces
1	Mickler's Beachfront Park	248
2	South Ponte Vedra Park	37
3	North Beach Park	92
4	Surfside Park	55
5	Vilano Beach Oceanfront Park	24
6	Pope Road Park	24
7	SJC Ocean Pier Park	180
8	Windswept Acres Park	43
9	Mary Street Right-of-Way	9
10	Gloria Avenue/Minnie Street Walkover	78
11	Frank Butler Park East	116
12	Crescent Beach Park	131
13	Spyglass Walkover	23
14	Palm Valley Bridge –ICW East Boat Ramp	40
15	Usinas Boat Ramp	23
16	Boating Club Road Boat Ramp	15
17	Vilano Boat Ramp	225
18	Doug Crane Park Boat Ramp	45
19	Shore Drive Boat Ramp	15
20	Palmetto Road Boat Ramp	5
21	Frank Butler Park West Boat Ramp	50
22	Green Road Boat Ramp	6
23	Riverdale Park Boat Ramp	30
24	Palmo Boat Ramp	70
25	Trout Creek Park Boat Ramp	50

The parking management program shall also include the management of the collection of fees for accessing St. Johns County Beaches at designated access ramps.

PARKING FEES
The rate structure for fees for parking shall be as follows:

Off-Beach Parking Facilities:	Daily Pass:	$5.00
	Annual Pass:	$50.00
On-Beach Access:	Daily Pass:	$10.00
	Annual Pass:	$75.00
Combined On-Beach & Off-Beach:	Annual Pass:	$100.00
Boat Ramp Parking Facilities:	Daily Pass:	$5.00
	Annual Pass:	$50.00

The payment of the daily fee shall provide access to any of the included parking facilities for the entire day. For example,

if a patron pays the daily fee at Pope Road Park on August 1st, that patron would have access to any of the other parking facilities, until closure of the parking facilities, or until 11:59PM on August 1st, whichever came first.

All rates shall require approval by the Board of County Commissioners prior to implementation. The County reserves the right to implement a discount structure to the rate structure in the future.

COLLECTION & REMITTANCE OF SALES TAX

The Contractor shall collect all parking fees from patrons accessing the facilities included herein. The stipulated fees are inclusive of sales tax. The total amount of the fees collected shall be remitted to the County. It shall be the responsibility of the County to report on and remit any and all applicable sales tax associated with the fees collected as part of the parking management program.

RESERVATION OF RIGHTS

The County reserves the right to obligate, lease, rent, or otherwise reduce the available parking spaces at any of the facilities provided herein for the purposes of special events, rental or lease agreements, or any other reason, as it best serves the needs of the County. In the event of a reduction in spaces, County staff will notify the Contractor of the number and location of the obligated spaces at each facility, along with the duration of obligation for the spaces at each facility. The County shall not be limited on the duration for any such obligation of spaces at any facility included herein. The County will be responsible for appropriately marking the obligated spaces to prevent over-parking.

MINIMUM REQUIRED SCOPE OF WORK:

The awarded firm shall be required to provide all labor, equipment, materials, supervision and transportation necessary to perform all aspects of the parking management program throughout the duration of the awarded contract. This shall include, at a minimum, the areas of services described below. The information provided below is a description of the minimum requirements for services to be performed by the Contractor, and may be adjusted in more detail, during negotiations with the awarded firm.

Public Outreach/Education:

The Contractor shall be required to assist the County with public education and outreach to maximize public buy-in and to ensure the highest level of compliance upon implementation of the parking fees. This outreach and/or education may begin upon execution of a contract, and may be required periodically throughout the duration of the Contract.

Collection of Parking Fees:

The Contractor shall provide the method(s) for collection of parking fees for all sites, utilizing in-place infrastructure, such as pay stations, or through a mobile device, or through a phone number patrons may call to make payment. The Contractor shall not utilize a method of collecting parking fees that requires a cash transaction. The Contractor shall provide all signage required at each site to inform patrons of the fees required to park, which must include instructions on how to make the necessary payments. Any infrastructure that is required to be installed at any or all of the specified locations shall be the responsibility of the Contractor to any and all labor, materials, and equipment to maintain, repair, and/or replace, as necessary, to keep all equipment in good working condition, so that fees can be paid every day the facilities are open. The Contractor must have a contingency plan and/or system in place to continue operations for collection of fees in the event any of the systems or equipment utilized for fee collection encounter any shut down or interruption of service.

Website/Mobile Application:

In the event the Contractor utilizes a website or mobile application to collect the required parking fees, the website and/or mobile application shall comply with the Payment Card Industry Data Security Standard (PCI DSS). Any program or application data must have the ability to be integrated and/or shared with the County, and, possibly, third parties, as deemed necessary by the County.

Enforcement:

The Contractor shall be responsible for the enforcement of the parking fees at all specified locations. The Contractor shall implement a method for ensuring all patrons are paying the required parking fees, whether through daily or annual fees. The Contractor may propose a proactive process for ensuring compliance with the parking management program, or may utilize a ticketing/citation program for violators, or may implement an alternative program for collection of unpaid parking fees, as approved by the County. Neither the Board of County Commissioners, nor any of

the constitutional offices will participate in any enforcement services, including issuing citations, fines, or prosecution of any violations.

Staffing:
The Contractor shall provide for staffing sufficient to perform the required services of the parking management program as negotiated and in accordance with the Contract Document. All staffing shall be professionally attired, if performing duties at any of the included facilities, or performing any kind of public outreach. Contractor personnel, along with any sub-contractor personnel (as applicable), is required to display the staff member's name, Contractor name and contact phone number on uniform shirts. All staff shall be attired uniformly, with standard collared shirts, pants, shorts, jackets and hats to provide a professional appearance across all facilities.

Payment of Collected Fees:
The Contractor shall remit amounts due to the County for all parking fees collected, for daily and annual passes, on no less than a weekly basis, with daily remittance being preferred. The Contractor shall be provided access to make electronic payments to the appropriate County account(s).

Collection Reconciliation & Reports:
The Contractor shall provide reconciliations of all fee collections on a weekly basis, with daily reconciliations being preferred. Reconciliation reports shall be provided to the designated County representative, via email. At a minimum, the Contractor shall be required to provide the following information in the reconciliation reports: number of daily fees paid at each facility for each day, number of annual passes purchased within each reconciliation period, amount collected for daily and annual fees at each location, and total amount collected in parking fees. The reconciliation report shall also include the breakout of sales tax from the fees collected at each facility, and in total, for each reconciliation period.

Audits:
The Contractor shall have an audit performed by a Certified Public Accountant, at the end of each calendar year of the Contract Agreement for all gross receipts for the previous year. The audit must be performed and provided to the County within thirty (30) calendar days of the last day of each calendar year of the awarded Agreement. The County shall be provided the audit findings and any notes from the auditor, as well as have the ability to discuss the audit findings with the auditor, should the County determine the need to do so. The audit shall be performed in accordance with generally accepted government auditing standards, which require the Contractor plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for the County with findings and conclusions based on County audit objectives. The evidence obtained by the auditor shall provide a reasonable basis for their findings and conclusions based on the County's audit objectives. The Contractor shall be required to implement changes necessary to correct and/or address any findings identified by the auditor. This audit shall be at the Contractor's sole cost.