



LAUDERDALE • BY • THE • SEA

Agenda Item Memorandum

Finance

Department

Tony Bryan

Department Director

COMMISSION MEETING DATE - 7:00 PM	Deadline to Town Clerk
<input checked="" type="checkbox"/> October 9, 2012 – Regular Meeting 7:00 PM	Oct 3

*Subject to Change

- | | | | |
|---------------------------------------|---|---------------------------------------|--|
| <input type="checkbox"/> Presentation | <input type="checkbox"/> Reports | <input type="checkbox"/> Consent | <input type="checkbox"/> Ordinance |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Quasi-Judicial | <input type="checkbox"/> Old Business | <input checked="" type="checkbox"/> New Business |

FY2012 DESIGNATED HIGH PRIORITY ITEM - PRIORITY TOPIC

SUBJECT TITLE: Amendment to Parking Contract - Transfer of Parking Vehicles

EXPLANATION: Under the terms of our agreement with Standard Parking (Standard), they are required to maintain insurance coverage (including comprehensive automobile liability insurance) in amounts specified by the Town for the duration of the agreement. We requested, and Standard provided, the required proof of insurance prior to June 1, 2012, when they took over responsibility for the management and operation of the Town's parking system.

After we determined that Standard's insurance coverage was in order, staff contacted the Florida Municipal Insurance Trust (FMIT) to cancel the existing coverage on the parking vehicles at which time we were advised that, as the owner of the vehicles, the Town still has financial and no fault responsibilities for these vehicles. Therefore in order to avoid having duplicate insurance coverage and to reduce the liability associated with having Standard's employees operating Town-owned vehicles, we are seeking authorization to transfer ownership of the parking vehicles to Standard for the duration of our agreement with them. We are amending the agreement to provide they will transfer ownership of the vehicles back to the Town in good repair when the agreement ends.

EXPECTED OUTCOME: Authorize the Town Manager to execute the attached amendment to the Parking Agreement to transfer ownership of town-owned vehicles used in the parking operations to Standard.

EXHIBITS:

- **First Amendment to Parking Management Services Agreement Between The Town of Lauderdale-By-The-Sea and Standard Parking Corporation**

Town Manager Initials

**FIRST AMENDMENT TO PARKING MANAGEMENT SERVICES
AGREEMENT BETWEEN THE TOWN OF LAUDERDALE BY-THE-SEA
AND STANDARD PARKING CORPORATION**

This First Amendment to the April 20, 2012, Parking Management Services Agreement is made and entered into as of October ___, 2012 (the "Effective Date"), by and between the Town of Lauderdale-By-The-Sea, Florida, a municipal corporation of the State of Florida (the "TOWN") and Standard Parking Corporation, a Delaware corporation (the "OPERATOR").

WITNESSETH

WHEREAS, pursuant to Request for Proposal 11-05-01, the TOWN entered into a Parking Management Services Agreement dated as of April 20, 2012 (collectively, as amended from time to time "the Agreement"), with the OPERATOR to provide parking management services for the TOWN; and

WHEREAS, certain vehicles currently owned by the TOWN are used by the OPERATOR in the performance of OPERATOR'S obligations under the Agreement; and

WHEREAS, the parties wish to arrange for the transfer of title for and ownership of these vehicles during the performance of the Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth in this First Amendment, the receipt and sufficiency of which is hereby acknowledged, the parties hereby amend the Agreement to read as follows:

Section 1. Amendment to Agreement. As of the Effective Date, the parties hereby agree to amend and restate the Agreement by adding the following Sections 3.15, 4.5, and 7.5, and amending Section 7.4 as indicated below¹:

* * * * *

3.15 Maintain in good operating condition and repair and continuously insure the vehicles (the "Vehicles") listed on Exhibit "3" attached hereto and incorporated herein, in accord with the requirements of this Agreement. The costs of such repair obligations and insurance and deductibles established by OPERATOR for insured losses attributable to the Vehicles shall be deemed reimbursable Operating Expenses. On the date of transfer to OPERATOR, provide TOWN evidence of such insurance coverage for the Vehicles. Prevent the use of the Vehicles for any purpose other than the performance of the obligations under this Agreement. Prevent the imposition of any liens on such Vehicles. Upon expiration or termination of this Agreement for any reason, transfer title to, ownership, and possession of the Vehicles, in good repair (ordinary wear and tear excepted) and free of all damage, liens, encumbrances, liabilities, and adverse claims of every nature and description whatsoever to TOWN.

* * * * *

4.5 Effective as of October _____, 2012, transfer the titles to and ownership of the Vehicles to OPERATOR at no cost to OPERATOR. TOWN represents and warrants to OPERATOR that to the best of TOWN'S knowledge, TOWN has good and marketable title to the Vehicles, full authority to transfer the Vehicles, and that the Vehicles are transferred free of all liens.

¹ Words in ~~strike-through~~ type are deletions from the existing agreement; words in underlined type are additions.

encumbrances, liabilities, and adverse claims of every nature and description whatsoever. Any and all costs incurred by OPERATOR in titling and registering the Vehicles shall be deemed reimbursable Operating Expenses. In addition, any and all taxes, assessments and other governmental charges levied or assessed upon OPERATOR's interest in the Vehicles during the term of the Agreement shall be deemed reimbursable Operating Expenses.

* * * * *

7.4 In the event this Agreement expires or is terminated, any compensation payable to OPERATOR may be withheld by TOWN until all documents, the Vehicles, and any property belonging to TOWN are provided to TOWN. In no event shall the TOWN be liable to OPERATOR for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

* * * * *

7.5 In the event OPERATOR fails to transfer and return the Vehicles to TOWN as required herein in a timely manner, this Agreement shall be deemed a lien upon such Vehicles and OPERATOR acknowledges that the TOWN shall be deemed automatically damaged in the amount of the value of any such Vehicles not transferred, in addition to any other damages that may be incurred by TOWN.

* * * * *

Section 2. No Further Modifications. All other provisions of the Agreement, other than as specifically addressed herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this First Amendment upon the terms and conditions above stated on the day and year first above written.

TOWN:

By: _____, Date: _____
Constance Hoffman, Town Manager

Approved as to form and legal sufficiency for the use and benefit of Lauderdale By-The-Sea:

By: Susan L. Trevarthen Date: 10/3/12
Susan L. Trevarthen, Town Attorney

Attest:
By: _____ Date: _____
June White, CMC, Town Clerk

STANDARD PARKING COOPERATION

By: Aga Wark Date: 10/5/12

Exhibit "3"

<i>Town ID</i>	<i>VIN</i>	<i>Year</i>	<i>Make</i>	<i>Model</i>
Truck 7	1FTYR1OD78PB10273	2008	Ford	Ranger
Truck 8	1FTYR1OD08PB11314	2008	Ford	Ranger
Truck 23	1FTYR14U47PA56939	2008	Ford	Ranger
Golf Cart	5J5LD22B5CA313022	2012	Club Car	