

**MEMORANDUM**

**TO:** City Commission

**THROUGH:** Doug Hutchens, Interim City Manager 

**DATE:** August 15, 2016

**FROM:** Robert Ironsmith, Director of Economic & Housing Development/CRA 

**SUBJECT:** Paid Parking Mobile Payment Services

**PRESENTER:** Robert Ironsmith, Director of Economic & Housing Development/CRA

**RECOMMENDATION:** Motion to approve piggybacking a City of St. Petersburg contract with Parkmobile, LLC of Atlanta, GA for mobile payment services.

**BUDGET IMPACT:** There is no cost to the City for this service, except for credit card processing fees that are budgeted in the Parking Fund in fiscal year 2017.

**PAST ACTION:** N/A

**NEXT ACTION:** None

**ATTACHMENTS:**

- 1) Memo from Chuck Ankney, Purchasing Agent, dated August 12, 2016.
- 2) Memorandum of Understanding from Parkmobile, LLC, dated August 4, 2016.
- 3) City of St. Petersburg contract, dated December 22, 2015.

**BACKGROUND:** The City Commission approved the award of two contracts related to the implementation of a paid parking program in the downtown area. A contract was awarded to Parkeon, Inc. for the pay stations and the citation management system. In addition, a contract was awarded to SP Plus Corporation for parking management and enforcement services. Payment for parking can be made at the pay station using coins or credit cards. An additional payment option is to pay via a phone app using a smart phone. Parkmobile, LLC (Parkmobile) of Atlanta, GA created a phone app that is widely used in the

**Agenda Item:**

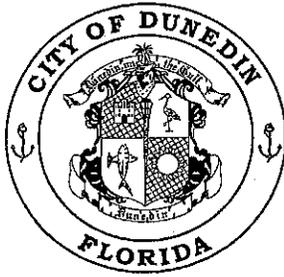
**Meeting Date:** 08/25/2016

Pinellas County area for this service. City staff reviewed the features and functions of this app and determined that it would be in the City's best interest to use this app for mobile payment services for the paid parking program.

As a result of RFP 7847, the City of St. Petersburg awarded Parkmobile a contract for mobile payment services required by the City's paid parking program. The following terms of the agreement would apply to the City of Dunedin's program:

- Users of the app would pay a \$.35 convenience fee to Parkmobile for use of the app.
- **Properly registered City residents would not have to pay the \$.35 convenience fee.**
- The City would share in the convenience fee revenue at a rate of \$.10/transaction.
- The City would be responsible for all credit card processing fees. This amount would be dependent on the number of transactions.
- The initial contract term would end on September 30, 2018.
- The contract may be renewed for an additional two-year period.

Parkmobile has agreed to allow the City of Dunedin to piggyback the City of St. Petersburg contract. There would be no cost to the City, except for the credit card processing fees, to use the St. Petersburg contract. I recommend that City Commission approve the use of the St. Petersburg contract with Parkmobile, LLC for mobile payment services.



# Department of Finance

*Interoffice Memorandum*

TO: Doug Hutchens, Interim City Manager

THROUGH: Joe Ciurro, Interim Finance Director *JC*

FROM: Chuck Ankney, Purchasing Agent *CA*

DATE: August 12, 2016

SUBJECT: Paid Parking Mobile Payment Services

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The City Commission approved the award of two contracts related to the implementation of a paid parking program in the downtown area. A contract was awarded to Parkeon, Inc. for the pay stations and the citation management system. In addition, a contract was awarded to SP Plus Corporation for parking management and enforcement services. Payment for parking can be made at the pay station using coins or credit cards. An additional payment option is to pay via a phone app using a cell phone. Parkmobile, LLC (Parkmobile) of Atlanta, GA created a phone app that is widely used in the Pinellas County area for this service. City staff reviewed the features and functions of this app and determined that it would be in the City's best interest to use this app for mobile payment services for the paid parking program.

As a result of RFP 7847, the City of St. Petersburg awarded Parkmobile a contract for mobile payment services required by the City's paid parking program. The following terms of the agreement would apply to the City of Dunedin's program:

- Users of the app would pay a \$.35 convenience fee to Parkmobile for use of the app.
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- The City would share in the convenience fee revenue at a rate of \$.10/transaction.
- The City would be responsible for all credit card processing fees. This amount would be dependent on the number of transactions.
- The initial contract term would end on September 30, 2018.
- The contract may be renewed for an additional two-year period.

Parkmobile has agreed to allow the City of Dunedin to piggyback the City of St. Petersburg contract. City staff requests that the City Commission approve the use of the City of St. Petersburg contract for mobile payment services. There would be no cost to the City, except for the credit card processing fees, to approve the use of the St. Petersburg contract for mobile payment services.

Please let me know if you need additional information.



August 4, 2016

Chuck Ankney, CPPO  
Purchasing Agent  
City of Dunedin  
750 Milwaukee Ave.  
Dunedin, FL 34698

**RE: Memorandum of Understanding of Pricing for City of Dunedin**

Dear Chuck,

Parkmobile is pleased to authorize piggy-back pricing and services outlined below based on the current Agreement between Parkmobile, LLC and the City of St. Petersburg dated December 22, 2015.

- Parkmobile will charge non-residents a customer-paid convenience fee of \$0.35 per transaction.
- Parkmobile will pay the City of Dunedin \$0.10 per customer-paid convenience fee collected by Parkmobile.
- Residents of Dunedin who qualify will not be charged a customer-paid convenience fee. The City will provide a monthly listing of all pre-qualified residents in a form provided by Parkmobile. To qualify, residents are required to provide the City of Dunedin with two of the following:
  - Photo ID,
  - Valid vehicle registration
  - Valid of proof of residency (utility bill, cell phone bill, bank statement, credit card statement, vehicle insurance statement, mortgage statement, last property tax statement.
- Parkmobile will provide the City with our marketing and implementation services including zone and rate set up, meter stickers, press release, Facebook and Twitter announcements, pocket cards, and merchant flyers.
- Should the City elect to utilize Parkmobile as the Merchant of Record (MOR), Parkmobile will reduce the parking payments equal to three (3%) percent plus fifteen (\$0.15) cents.
- Parkmobile will not charge any integration fees for NuPark to receive Parkmobile's paid data for enforcement. Any fees assessed by a City's third party provider will be charged directly to the City.
- The term will begin on October 1, 2016.

Chuck, we are truly excited to work with you. If you have any questions, please do not hesitate to contact me at 305.776.757.

Sincerely,

David Hoyt  
Senior Vice President



1100 Spring Street NW, Suite 200, Atlanta, GA 30309  
[www.parkmobile.com](http://www.parkmobile.com)



## AGREEMENT

**THIS AGREEMENT**, ("Agreement") is made and entered into on the 22<sup>nd</sup> day of December, 2015 ("Execution Date"), by and between Parkmobile, LLC ("Offeror") and the City of St. Petersburg, Florida, ("City") (collectively, "Parties").

### WITNESSETH:

**NOW, THEREFORE**, in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Offeror Duties.** Offeror shall perform for the City of St. Petersburg, Florida, in full and complete accordance with this Agreement, the Scope of Services set forth in Appendix B of this Agreement ("Scope of Services"). Without limiting the generality of the foregoing, Offeror shall provide the City with a system for the payment of street parking by mobile technology ("System") and related monetary and support services in accordance with the Scope of Services and the terms and conditions of this Agreement. Appendix B is attached hereto and made a part hereof by reference.
2. **Agreement Components.**
  - A. This Agreement consists of this document and its appendices ("Base Agreement") and the following documents, which are attached hereto and made a part hereof by reference ("Other Documents"):
    - 1) RFP 7847, 917-79 Three-Year Agreement for Pay by Phone Parking Services dated June 18, 2015
    - 2) Offeror's Negotiated Pricing as per August 27, 2015 email
    - 3) Offeror's BAFO dated August 21, 2015
    - 4) Offeror's Response to Clarification Questions dated August 11, 2015
    - 5) Offeror's Proposal dated July 2015.
  - B. In the event of an inconsistency or conflict between or among the documents referenced in this Base Agreement, the following order of precedence shall govern: (i) this Base Agreement, exclusive of its appendices, (ii) the appendices to this Base Agreement; and (iii) the Other Documents. In the event of an inconsistency or conflict between or among the Other Documents, the order of precedence shall be the order the documents are listed above (e.g., RFP 7847, 917-79 Three-Year Agreement for Pay by Phone Parking Services dated June 18, 2015 shall govern over Offeror's Negotiated Pricing as per August 27, 2015

email, Offeror's Negotiated Pricing as per August 27, 2015 email shall govern over Offeror's BAFO dated August 21, 2015, etc.)

3. **Schedule.** Offeror shall observe the milestones and schedules set forth in the Scope of Services, including but not limited to the schedule related to System activation and training. All such milestones and schedules are referred to in this Agreement collectively as "Schedule."
4. **Term.** The initial term of this Agreement shall be three (3) years, commencing on the Execution Date and terminating on September 30, 2018 ("Expiration Date"), unless this Agreement is earlier terminated as provided for herein. The City shall have an option to renew this Agreement under the same terms and conditions, for up to one (1), two (2) year renewal period. The option to renew the Agreement shall be exercised in writing not later than ninety (90) days prior to the end of the Expiration Date. References in this Agreement to "Term" shall include the initial term of this Agreement and the renewal term.
5. **Compensation.** The City has no payment obligation to Offeror and the City makes no guarantee, representation or warranty as to the number of end users that will utilize the System. Offeror's compensation shall be from end users of the System at the rates and fees set forth in Appendix A, Pricing Summary, which is attached to this Agreement and made a part hereof.
6. **Payment to City.** Offeror shall pay the City in accordance with Appendix A, Pricing Summary. Without limiting the generality of the foregoing, Offeror shall provide the following minimum payments to the City during the Term: thirty-six thousand dollars (\$36,000) for the first year, forty thousand dollars (\$40,000) for the second year, forty-five thousand dollars (\$45,000) for the third year, and forty-five thousand dollars (\$45,000) per year for the fourth and fifth years in the event the City exercises its option to renew this Agreement. In addition to those minimum payments to the City identified above, Offeror shall also pay the City ten (10) cents per transaction on any transactions where Offeror receives a convenience fee paid from end users above the following annual thresholds: Year 1 – 360,000 paid parking transactions; Year 2 – 400,000 paid parking transactions; and Years 3, 4 and 5 – 450,000 paid parking transactions.
7. **Grant of License.** Offeror hereby grants to the City a non-exclusive, non-transferable license to use the System (including but not limited to all software included in the System) and all documentation provided to the City pursuant to this Agreement. The City shall have the right to copy such documentation for the City's internal purposes. Offeror warrants and represents that it has the right and authority to grant the City the right to use the System and documentation as provided herein.
8. **Warranties.**
  - A. Offeror warrants that each Offeror employee assigned to perform services

hereunder will have industry standard skills and training so as to be able to perform in a competent and professional manner.

- B. Offeror warrants that the System shall function as required by the Scope of Services and the terms and conditions of this Agreement. This warranty shall not apply to any defects or problems caused by (i) defects in City equipment, (ii) the City's modification of System software, (iii) any hardware or communication devices used by the City and not approved by Offeror, or (iv) the City's failure to follow Offeror's instructions for proper use of the System (provided such instructions are consistent with the Scope of Services and the terms and conditions of this Agreement). In the event Offeror breaches the warranty set forth in this Paragraph 8, Offeror shall, at no cost to the City and within ten (10) days of the City's notification of the breach of warranty, repair or replace the defective or nonconforming System function or software. In the event that Offeror cannot repair or replace the defective or nonconforming System function or software which is incorrect due to such defect or nonconformance within ten (10) days of the City's notification of the breach of warranty, the City may terminate this Agreement by reason of Offeror's default (without providing Offeror with notice of default or an opportunity to cure beyond the opportunity to cure set forth in this Paragraph 8B).
9. **Ownership.** Offeror shall solely own all right, title and interest in and to the System (including but not limited to all software included in the System) and the documentation provided to the City pursuant to this Agreement; provided, however, that the City shall solely own all right, title and interest in and to all data and reports created in connection with the System for the City. Without limiting Offeror's obligations set forth in Paragraph 20, the City shall have the right to copy all data and reports for the City's internal purposes by accessing Offeror's online reporting portal made available to the City through secure credentials.
10. **Confidentiality.**
- A. Each party ("Receiving Party") shall not disclose, publish, or disseminate the Confidential Information (as defined below) of the other party ("Disclosing Party") to anyone other than those of such Receiving Party's employees and subcontractors with a need to know, or as may be required by legal process or applicable Laws (including but not limited to Chapter 119, Florida Statutes, and the court decisions construing the same). Each party agrees to accept the other party's Confidential Information for the sole purpose of carrying out such Receiving Party's authorized activities under this Agreement. Each party agrees not to make copies of the other party's Confidential Information except to the extent permitted pursuant to this Agreement. Each party agrees not to use the Confidential Information of the other party for its own or any third party's benefit without the prior written approval of an authorized representative of the Disclosing Party in each instance. In the event a Receiving Party is required to

disclose the Disclosing Party's Confidential Information in accordance with applicable Laws or by an order of a court or governmental agency, the Receiving Party shall give written notice to the Disclosing Party to enable the Disclosing Party to make a reasonable effort to obtain a protective order or other confidential treatment for the Confidential Information. Such notice shall be provided prior to disclosure unless otherwise required by court order or applicable Laws. Offeror acknowledges that, in the event of a public records request, the City may be limited in the amount of notice that it may be able to provide to Offeror prior to disclosure of records and agrees that the City Attorney shall have the sole and absolute discretion to determine when public records must be released in order to comply with Chapter 119, Florida Statutes, and the court decisions construing same. By designating information as Confidential Information, Offeror agrees to hold harmless the City for any award to a plaintiff for damages, costs and reasonable attorney's fees incurred by the City by reason of any legal action challenging Offeror's claim. Offeror shall require as a condition of any subcontract that the subcontractor expressly acknowledges and agrees to be bound by the same confidentiality requirements by which Offeror is bound under this Agreement. For purposes of this Paragraph 10, notice may be given by facsimile provided that notice is also sent by overnight courier the same day (or the next day on which overnight courier service is available).

- B. "Confidential Information" means confidential and proprietary information of either party that is disclosed to the other party which, in the case of written information, is marked "confidential" or "proprietary" and which, in the case of information disclosed orally or stored electronically, is identified at the time of disclosure as confidential and proprietary and summarized and confirmed in writing as such by the Disclosing Party within thirty (30) days of the disclosure. Confidential Information shall not include information that (i) as of the Execution Date or after the Execution Date becomes generally available to the public through no fault or breach of the Receiving Party; (ii) the Receiving Party can demonstrate to have had rightfully in its possession prior to disclosure by the Disclosing Party; (iii) is independently developed by the Receiving Party without the use of any Confidential Information; or (iv) the Receiving Party rightfully obtains from a third party who has the right to transfer or disclose it.

## 11. Indemnification.

- A. Offeror shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or

entities; and costs, expenses and attorney's and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

- 1) The performance of this Agreement (including any amendments thereto) by Offeror, its employees, agents, representatives or subcontractors; or
- 2) The failure of Offeror, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws, as hereinafter defined; or
- 3) The failure of the System to function as required by the Scope of Services and terms and conditions of this Agreement which results in any end user of the System receiving a citation or parking ticket; or
- 4) Any negligent act or omission of Offeror, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of Offeror, its employees, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or
- 5) Any reckless or intentional wrongful act or omission of Offeror, its employees, agents, representatives, or subcontractors.

B. If the City promptly notifies Offeror in writing of a claim against any of the Indemnified Parties that the System (including but not to the software included in the System) or any documentation provided to the City pursuant to this Agreement infringes a presently existing United States patent, copyright, trademark or trade secret, Offeror will defend such claim at its expense and will pay any costs and damages that may be finally awarded against such Indemnified Parties. If the System (including but not to the software included in the System) or any documentation provided to the City pursuant to this Agreement is, or in Offeror's opinion is likely to be, held to constitute an infringing product, Offeror shall at its expense and option either (a) procure the right for the City to continue using it, (b) replace it with a non-infringing equivalent, or (c) modify it to make it non-infringing.

C. The provisions of this paragraph 11 are independent of, and will not be limited by, any insurance required to be obtained by Offeror pursuant to this Agreement or otherwise obtained by Offeror, and shall survive the expiration or earlier termination of this Agreement with respect to any Claims or liability arising in connection with any event occurring prior to such expiration or termination.

12. **Limitation of Liability.** In no event shall either party be liable for any loss of use, loss of time, inconvenience, lost profits or other special, incidental or consequential damages

in any way related to or arising from this Agreement. This Paragraph 12 shall not apply to Claims (including but not limited to Claims of third parties) or liability related to Offeror's indemnity obligations set forth in this Agreement.

13. **Insurance.**

- A. Offeror shall carry the following minimum types and amounts of insurance at its own expense:
  - 1) Commercial general liability insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate in occurrences form. This policy shall include coverage for (i) personal injury or death or property damage or destruction; (ii) business interruption; (iii) fire legal liability in the minimum amount of One Hundred Thousand Dollars (\$100,000); and (iv) contractual liability under this Agreement.
  - 2) Automobile liability insurance in an amount of at least One Million Dollars (\$1,000,000) combined single limit covering all owned, hired and non-owned vehicles.
  - 3) Workers' Compensation insurance as required by Florida law and Employers' Liability insurance in an amount of at least One Hundred Thousand Dollars (\$100,000) each accident, One Hundred Thousand Dollars (\$100,000) per employee, and Five Hundred Thousand Dollars (\$500,000) for all diseases.
- B. Offeror's commercial general liability insurance policy shall name the Indemnified Parties as additional insureds.
- C. All policies shall provide that the City will be provided notice at least thirty (30) days prior to any cancellation, reduction or material change in coverage.
- D. Offeror shall provide the City with Certificates of Insurance on a standard ACORD form reflecting all required coverage. At the City's request, Offeror shall provide copies of current policies with all applicable endorsements.
- E. All insurance required shall be provided by responsible insurers licensed in the State of Florida and rated at least "A-" in the then-current edition of Best's Insurance Guide.
- F. Offeror hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier.

14. **Notices.** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

**CITY:**

City of St. Petersburg  
P. O. Box 2842  
St. Petersburg, FL 33731  
Attn: Louis Moore, Director Procurement and Supply Management  
Phone:

**OFFEROR:**

Parkmobile, LLC  
Attn: Jon Ziglar, CEO  
1100 Spring Street NW  
Suite 200  
Atlanta, GA 30309  
Phone:

15. **Severability.** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.
16. **Due Authority.** Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.
17. **Assignment.** Offeror shall make no assignment of any of its rights, duties, or obligations under this Agreement without the City's prior written consent, which consent may be withheld by the City in its sole and absolute discretion.
18. **Termination.**
- A. This Agreement may be terminated at any time by the City for convenience, upon sixty (60) days written notice to Offeror. Upon termination of this Agreement

pursuant to this Paragraph 18.A., Offeror shall pay the City all monies owed to the City pursuant to this Agreement up to the effective date of termination. Thereafter, Offeror shall have no obligation to make any other future payments to the City pursuant to this Agreement including Paragraph those payments described in Paragraph 6 of this Agreement.

- B. The City may terminate this Agreement upon written notice to Offeror in the event Offeror defaults on any of the terms and conditions of this Agreement and such failure continues for a period of thirty (30) days following notice from the City specifying the default; provided, however, that the City may immediately terminate this Agreement, without providing Offeror with notice of default or an opportunity to cure, if the City determines that Offeror has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.
  
  - D. Termination of this Agreement shall act as a termination of the Other Documents.
19. **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida and shall inure to and be binding upon the Parties, their successors and assigns. Venue for any action brought in state court shall be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. The Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.
20. **Public Records.**
- A. Offeror shall (i) keep and maintain public records (as defined in Florida's Public Records law) that ordinarily and necessarily would be required by the City in order to perform the services pursuant to this Agreement; (ii) subject to subsection B. below, provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided under Florida's Public Records law; (iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Laws; and (iv) meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Offeror within ten (10) days following the expiration or earlier termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All public records stored electronically by Offeror shall be provided to the City in a format approved by the City.

- B. Offeror shall immediately notify the City Clerk in writing after receiving a public records request. Offeror shall obtain written approval from the City Clerk prior to releasing or disclosing public records and shall comply with instructions of the City Clerk and all City policies and procedures regarding public records.
  - C. Nothing in this Agreement shall be construed to affect or limit Offeror's obligations including but not limited to Offeror's obligations to comply with all other applicable Laws and to maintain books and records pursuant to this Agreement.
21. **Contract Adjustments.**
- A. Either party may propose additions, deletions or modifications to the Scope of Services ("Contract Adjustments") in whatever manner such party determines to be reasonably necessary. Proposals for Contract Adjustments shall be submitted to the non-requesting party on a form provided by the City. Contract Adjustments shall be effected through written amendments to this Agreement, signed by authorized representatives of the Parties ("Change Orders").
  - B. There shall be no modification of to Appendix B, Appendix A, or the Schedule on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of Offeror or its employees, agents, representatives or subcontractors to properly perform their obligations and functions under this Agreement.
  - C. In the event Offeror proposes a Contract Adjustment and the City does not approve such Contract Adjustment, Offeror will continue to perform the original Scope of Services in accordance with the terms and conditions of this Agreement.
  - D. Notwithstanding anything to the contrary contained in this Agreement, there shall be no change in Appendix B, Appendix A, or the Schedule except pursuant to a Change Order duly executed by both Parties.
22. **Amendment.** This Agreement may be amended only in writing executed by the Parties.
23. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, whether oral or written, between them. Without limiting the generality of the foregoing and in addition to the foregoing, If Offeror has a parking services agreement, such agreement shall have no force or effect, regardless of whether such agreement is in printed or electronic form and regardless of whether the City or any City user accepts the terms and conditions of such parking services agreement in order to be granted use of the System or Offeror's software (e.g., regardless of whether the City or any City user accepts such parking services agreement in connection with a click through on the initial use of the software).

24. **Compliance with Laws.** Offeror shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including but not limited to Laws relating to nondiscrimination in employment and the furnishing of equal employment opportunity.
25. **Third Party Beneficiary.** No persons other than Offeror and City and their successors and assigns shall have any rights whatsoever under this Agreement.
26. **No Liens.** Offeror shall not suffer any liens to be filed against any City property by reason of any work, labor, services or materials performed at or furnished to City property, to Offeror, or to anyone using City property through or under Offeror. Nothing contained in this Agreement shall be construed as a consent on the part of the City to subject City property or any part thereof to any lien or liability under any Laws.
27. **No Construction against Preparer of Agreement.** This Agreement has been prepared by the City and reviewed by Offeror and its professional advisors. The City, Offeror and Offeror's professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the City or Offeror or against the City or Offeror merely because of their efforts in preparing it.
28. **Use of Name.** Subject to the requirements of applicable Laws, including but not limited to Florida Laws regarding public records, neither party shall use the other party's name in conjunction with any endorsement, sponsorship, assurance, marketing, advertisement, or client list, or any external reference, publication, or disclosure (e.g., outside the City, its departments or agencies or City Council), without the written consent of the named party.
29. **Non-appropriation.** The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.
30. **City Consent and Action.**
  - A. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement ("Approval") by the City means the Approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

- B. For purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.
31. **Captions.** Captions are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.
32. **Books and Records.** Offeror shall prepare in accordance with generally accepted accounting practice and shall keep, at the address for delivery of notices set forth in this Agreement, accurate books of account. All books and records, including tax returns, with respect to the business for the Term shall be kept by Offeror and shall be open to examination or audit by the City for a period of five (5) years following expiration or earlier termination of this Agreement. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.
33. **Survival.** All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.
34. **No Waiver.** No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by Offeror shall not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.
35. **Permits and Licenses.** Offeror shall be responsible for obtaining any and all necessary permits, licenses, certifications and approvals which may be required by any government agency in connection with Offeror's performance of this Agreement. Upon request of the City, Offeror shall provide the City with written evidence of such permits, licenses, certifications and approvals.
36. **Successors and Assigns.** This Agreement shall inure to the benefit of and be enforceable by and against the Parties, their heirs, personal representatives, successors, and assigns, including successors by way of reorganization.
37. **Subcontract.** The hiring or use of outside services or subcontractors in connection with the performance of Offeror's obligations under this Agreement shall not be permitted without the prior written approval of the City, which approval may be withheld by the

City in its sole and absolute discretion. Offeror shall promptly pay all subcontractors and suppliers.

38. **Relationship of Parties.** Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts.
39. **Limited Right.** The City will not enter into any agreements with other vendors for pay by phone or other App services for on street parking. Nothing contained in this Agreement shall prevent the City from entering into agreements with other vendors to provide parking meters or other machines with credit card acceptance for on street parking or otherwise.
40. **Force Majeure.** In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, or other reason of like nature not the fault of the party delayed in performing work or doing acts ("Permitted Delay"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay.

**(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)**

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written.

**PARKMOBILE, LLC**

By: [Signature]  
Dw ZIGMAN  
(Please Print or Type Name)  
CEO  
(Title)

**WITNESSES**

By: [Signature]  
Print: Alison Ehrlich  
By: [Signature]  
Print: HANNA VANJARIA

**CITY OF ST. PETERSBURG, FLORIDA**

By: [Signature]  
Louis Moore, FNIGP, CPPO  
(Please Print or Type Name)  
Director, Procurement & Supply Management  
(Title)

ATTEST:

[Signature]  
Chan Srinivasa, City Clerk



Provisions of Contract Approved:

By: [Signature]  
Print: Evan Mory  
Project Manager  
253226 final

Approved as to Form and Content:

[Signature]  
City Attorney (Designee)

(Acknowledgment of Offeror)

State of Georgia  
County of Fulton ss:  
City of Atlanta

The foregoing Agreement was acknowledged before me this 15 day of December, 2015,

by Jon Ziglar, CEO  
(Name and Title)

of Parkmobile, LLC ("Company"), on behalf of the Company. (He/She is personally known to me or has produced drivers license, as identification and appeared before me at the time of notarization.

Jon Ziglar warrants that (he/she is authorized by the Company to execute the foregoing Agreement.

NOTARY PUBLIC:

(SEAL)

Cynthia Duos  
NOTARY PUBLIC  
Fulton County, GEORGIA  
My Comm. Expires  
12/06/2016

[Signature]  
My commission expires: 12/6/16

City of St. Petersburg  
**Appendix A**  
**Pricing Summary**  
 Procurement & Supply Management

**Part I: Pricing Schedule**

Offeror shall provide total annual costs for its service based on a three-year contract period with one two-year renewal option by mutual agreement that shall include all equipment, labor, facilities, tools, software license applications, secure internet access web-site for consumers, hosting services, credit card payment processing, and customer instructional signage/stickers for provision of PbP services. The amounts provided below shall also include city training on the use of its software, an electronic mechanism by which payments can be verified and enforced, technical support services, and marketing of the pay by phone program to potential PbP consumers.

**Part II: Price Summary**

Offeror must use this form for submission of pricing for the RFP. Failure to do so may result in disqualification of your proposal. Include any explanations or assumptions relating to pricing in the narrative portions of this form. Only prices listed on this form will be allowed during the term of the Agreement. No additional charges or fees will be allowed. If there is no charge for the item or service, please note "N/C". If your firm does not provide the service requested please note "N/A".

Firm: \_\_\_\_\_

Date: \_\_\_\_\_

**Costs Incurred by City of St. Petersburg**

	1st Year	2nd Year	3rd Year	Total Costs
1 Software License(s) & Application(s)	\$ -			N/C
2 Software Updates & Maintenance	\$ -	\$ -	\$ -	N/C
3 Technical Support	\$ -	\$ -	\$ -	N/C
4 Implementation	\$ -			N/C
5 Marketing	\$ -	\$ -	\$ -	N/C
6 Meter Sticker Signage, 2,000	\$ -			N/C
7 Other	\$ -	\$ -	\$ -	N/C
<b>Total Costs:</b>	\$ -	\$ -	\$ -	<b>NO CHARGE</b>

Firm: \_\_\_\_\_

Date: \_\_\_\_\_

**Costs Incurred by User**

	Unit				Total Costs
	Price	1st Year	2nd Year	3rd Year	
1 Convenience Fee per Transaction ( <i>see Next Page</i> )	\$ 0.35				\$ 0.35
1a Full-time Resident Convenience Fee ( <i>see Note 3</i> )	\$ -				\$ -
2 Monthly Membership Fee ( <i>see Note 1</i> )	\$ 0.99	\$ 0.99	\$ 0.99	\$ 0.99	\$ 0.99
3 Convenience Fee per Transaction for Members	\$ 0.25				\$ 0.25
<b>Total Costs:</b>		\$ 0.99	\$ 0.99	\$ 0.99	<i>See Note 2</i>

**Note 1:** Monthly Membership only applies to individuals who sign up for the discounted Convenience Fee given to Members.

All individuals using the service without becoming a Member are NOT assessed the Monthly Membership Fee

**Note 2:** Total Cost to User depends upon the service option selected by the customer. Either:

- a. 35 cents per parking transaction or
- b. 25 cents per parking transaction plus 99 cents per month

**Note 3:** Parkmobile agrees to offer pre-qualified primary residents of St. Petersburg no convenience fee for using our mobile payment service.

To qualify for this concession, residents must have at least 2 of the following required documents with a St. Petersburg address:

**1. Valid Photo ID**

Issued by local state or federal agency (Driver's license, passport) with a St. Petersburg address

**2. Valid Vehicle Registration**

Vehicle registration belonging to the person requesting the resident discount showing St. Petersburg as the address of record.

**3. Valid proof of full-time residency in St. Petersburg**

One (1) of the following monthly bill/statement with the resident's name & address that has been mailed within the last 30 days.

**Note:** Internet/Electronic bills are not acceptable proof of domicile.

- Utility bill (electric, landline, gas, cable)
- Cell phone bill
- Bank statement
- Credit card statement
- Vehicle insurance bill
- Mortgage statement
- Property tax statement (last one received)

Qualification of residency shall be returned within 3 business days of submission. Recertifications to determine resident eligibility shall be performed on an annual basis.

City of St. Petersburg  
**Appendix A**  
**Pricing Summary**  
 Procurement & Supply Management

**Part I: Pricing Schedule**

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**ADDITIONAL OFFER AS PART OF PARKMOBILE'S PRICING PROPOSAL**

As part of its Customer-Paid Convenience Fees, Parkmobile proposes **GUARANTEED** minimum payments to St. Petersburg as outlined below. In addition, Parkmobile shall agree to pay St. Pete 10 cents per transaction should transactions associated with the minimum payments described below be exceeded.

	Guaranteed Minimum Payment Schedule to the City of St. Petersburg by Parkmobile					Total Payments
	1st Year	2nd Year	3rd Year	4th Year	5th Year	
Guaranteed minimum payment to St. Petersburg funded by Customer-Paid Convenience Fees	\$ 36,000	\$ 40,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 211,000

**Notes to the Guaranteed Minimum Payment Schedule**

Parkmobile shall credit its monthly Convenience Fee Invoice to St. Pete for the appropriate payment as reflected in the Guaranteed Minimum Payment Schedule. Should Parkmobile Convenience Fees fail to cover the monthly calculation, Parkmobile shall issue the City of St. Petersburg a check for the remaining balance due. Should this latter scenario ever occur, Parkmobile shall make payment to the City by the 15th day of the subsequent month.

Firm: \_\_\_\_\_

Date: \_\_\_\_\_