

RESOLUTION NO. 3507

1
2
3 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
4 WILTON MANORS, FLORIDA, APPROVING AND AUTHORIZING
5 THE PROPER CITY OFFICIALS OF THE CITY OF WILTON
6 MANORS TO EXECUTE AN AGREEMENT WITH LANIER PARKING
7 SYSTEMS OF FLORIDA, INC. TO PROVIDE PARKING
8 MANAGEMENT AND ENFORCEMENT SERVICES FOR WILTON
9 MANORS, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING
10 FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

11 WHEREAS, the City Commission of the City of Wilton Manors, Florida, deems it to
12 be in the best interests of the residents and citizens of Wilton Manors to enter into the
13 Agreement with Lanier Parking Systems of Florida, Inc. to provide parking management and
14 enforcement services for Wilton Manors, Florida.

15 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF
16 THE CITY OF WILTON MANORS, FLORIDA, THAT:

17 Section 1. The aforementioned "Whereas" clause is hereby ratified and confirmed
18 as being true and correct and is incorporated herein.

19 Section 2. The City of Wilton Manors, Florida, hereby approves the terms and
20 conditions of the Agreement with Lanier Parking Systems of Florida, Inc. to provide parking
21 management and enforcement services for Wilton Manors, Florida. said Agreement having been
22 submitted for consideration to the City Commission in written form, a copy of which is attached
23 hereto and made a part hereof.

24 Section 3. The proper City Officials of the City of Wilton Manors be, and they are
25 hereby authorized and directed to execute said Agreement.

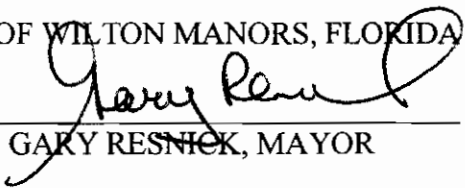
26 Section 4. All resolutions or parts of resolutions in conflict herewith, be and the
27 same are repealed to the extent of such conflict.

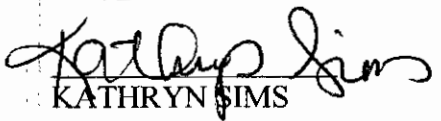
1 **Section 5.** If any Section, sentence, clause or phrase of this Resolution is held to be
2 invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no
3 way affect the validity of the remaining portions of this Resolution.

4 **Section 6.** This Resolution shall become effective immediately upon its passage and
5 adoption.

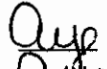
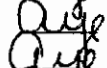
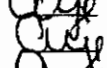


6 **PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF WILTON**
7 **MANORS, FLORIDA, THIS 26 DAY OF JANUARY 2010.**

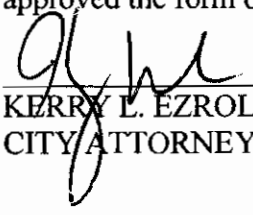
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

CITY OF WILTON MANORS, FLORIDA
By: 
GARY RESNICK, MAYOR

ATTEST:

KATHRYN SIMS
CITY CLERK

RECORD OF COMMISSION VOTE

MAYOR RESNICK 
VICE MAYOR FLIPPEN 
COMMISSIONER GALATIS 
COMMISSIONER GREEN 
COMMISSIONER NEWTON 

I HEREBY CERTIFY that I have
approved the form of this Resolution.

KERRY L. EZROL
CITY ATTORNEY



CITY OF WILTON MANORS

"THE ISLAND CITY"

COMMISSION AGENDA REPORT

MEETING DATE: January 26, 2010

From: Lisa Rabon, Finance Director
Prepared by: Bob Mays, Assistant Finance Director

(a) Subject: Resolution No. 3507

(b) City Manager Recommendation: Recommend Approval of Resolution No. 3507

(c) Report In Brief: Agreement for Lanier Parking Company to provide Parking Management Services for the City of Wilton Manors.

(d) Discussion: At the direction of the Commission, staff issued an RFP soliciting companies to provide Parking Management Services. The Commission subsequently selected Lanier Parking Company as the winning proposer.

City staff had extensive meetings with Lanier representatives to settle on the framework of the City's new Parking Program which will be governed by the agreement before the Commission tonight. An overview of the new Parking Program is included as an attachment to this Agenda Report. Some changes to City Ordinances will be required to implement the new Parking Program, and these will be presented to the Commission at the February 23 Commission meeting.

On approval of this Agreement Lanier Parking Company is poised to begin work in our City in early March in preparation for the official startup of the new Parking Program which is targeted for April 1.

Staff requests Commission approval of the Agreement.

(e) Strategic Plan Consistency:

Goal 2, Financially Sound City Government

Objective 3, Adequate Revenue to Support Services

Objective 5, Increase Non-Property Tax Revenue

Goal 4, Wilton Drive: Destination Point

Objective 2, Adequate Parking to Support Destination Point

Goal 5, People Want to Live in Our Neighborhoods

Objective 1, Safe Streets, Controlled Traffic Flow, Pedestrian Friendly

(f) Concurrences: Assistant City Manager, Risk Manager, Public Works Director.

(g) Fiscal Impact: All expenditures for parking management services will be taken from parking revenues. An undetermined amount of additional revenue will also be generated from the parking program for the general fund.

(h) Alternatives: None Recommended.

(i) Attachments:

- a. Resolution No. 3507
 - b. Agreement for Parking Management Services between the City of Wilton Manors and Lanier Parking Systems of Florida, Inc.
 - c. Overview of new Parking Management Program.
-

**AGREEMENT FOR PARKING MANAGEMENT SERVICES
BETWEEN THE CITY OF WILTON MANORS AND
LANIER PARKING SYSTEMS OF FLORIDA, INC.**

THIS AGREEMENT FOR PARKING MANAGEMENT SERVICES (the "Agreement") is made and entered into this first day of February, 2010 (the "Effective Date"), by and between the **CITY OF WILTON MANORS**, a Florida municipal corporation (the "City") and **LANIER PARKING SYSTEMS OF FLORIDA, INC.**, a Georgia corporation that is duly authorized to conduct business in Florida (the "Company") with offices in Atlanta, Georgia.

GENERAL RECITALS

WHEREAS, the CITY and the Company desire to enter into this Agreement for the Company to provide parking management and enforcement services (as defined in Article 2 of this Agreement) for approximately 350 on and off street parking spaces (exclusive of parking lots located off Wilton Drive to be utilized for employees of businesses located on Wilton Drive) in downtown Wilton Manors, Florida (the "Project") in accordance with the terms and conditions set out herein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and conditions contained in this Agreement, the parties agree as follows:

AGREEMENT

ARTICLE 1 – COMMENCEMENT OF AGREEMENT

The City is entering into this Agreement with the Company with the understanding that the Company is an experienced professional firm capable of managing the day-to-day parking management needs of the City of Wilton Manors, Florida. In providing the Services to the City, the Company is expected and required to instill and maintain a very strong focus on customer service in all its employees; demonstrate its expertise in parking enforcement matters; and provide a stable, well-trained workforce to provide the Services specified by the City and as discussed in this Agreement.

1.1 Notice to Proceed

The Coordinator (as defined in Section 4.2 of this Agreement) will issue a Notice to Proceed to the Company following approval of the Agreement by the City and upon receipt by the City of a fully executed Agreement, Insurance Certificate and any other documentation required by the Coordinator from the Company.

ARTICLE 2 - OVERVIEW OF SERVICES

For the consideration provided in Section 7.1.2 hereunder, the Company shall provide to the City all parking management services specified in this Agreement and incorporated herein by this reference and in the Summary Scope of Services which is attached hereto as **Exhibit 1** and incorporated herein by this reference (the "Services"). Services will be performed within the guidelines and policies of the City and in compliance with all Federal, State and local laws, ordinances, and regulations. The City will unilaterally determine enforcement levels in accordance with its policies.

The Company will be required to provide and manage qualified and trained personnel in sufficient numbers to provide the Services requested by the City.

2.1 Regularly Scheduled Services

The Company will provide the City with a schedule listing all staff assignments, including all enforcement locations. The City may require, in its sole discretion, adjustments to the weekly staffing levels during the term of this Agreement to meet the City changing needs.

2.2 Emergency Services

In the event an emergency arises and there is an unanticipated sudden need for Emergency Services (the "Emergency Services"), the Company will provide such Emergency Services within two (2) hours notice by the City. The Company's contact person for Emergency Services is its Project Manager. The Project Manager will be available and can be reached 24 hours per day, 365 days per year as follows:

Project Manager – Name and contact information to be announced. In addition, the City may contact the COMPANY corporate staff 24 hours a day, 365 days a year for emergency or any other reasons.

2.3 Shuttle and Valet Services

The Company shall provide, operate and maintain a shuttle operation as required by the City, in the City's sole discretion. Additionally, at the written request of the City Commission and acceptance of the Company in its sole discretion, the Company will operate a valet service at the Project as soon as practicable. The commencement date for the valet service is requested to be no later than March 1st, 2010.

2.4 Permanent Additions, Deletions and Changes to Services

The City, in its sole and absolute discretion, will have the right to add, delete, or change any of the Services in response to its changing needs. The City will submit all notices for revisions in Services in writing with reasonable advance notice to the Company, except for Emergency Services which shall be provided by Company as set forth in Section 2.2 herein. For any services not originally contemplated by this Agreement, the Company will provide such services at rates that do not exceed those being charged to similar clients for similar services.

The City also agrees that the Company will manage any new parking services implemented by the City under the same terms and conditions as the Services defined herein.

2.5 Subcontracting

Company acknowledges and agrees that it shall be the prime contractor and shall remain fully responsible for the performance of all obligations required to be performed by the Company or any subcontractors under this Agreement. No subcontracting shall be permitted under the terms of this Agreement without the prior written consent of the City. If the requirements of this Section 2.4 are met and the subcontractor is approved in writing by the City, the subcontractor shall then, and only then be considered an "Approved Subcontractor." The Subcontractor shall provide proof of insurance at the same amounts required of the Company (see Article 11), and shall name the City as an additional insured. Company shall not accept any compensation or rebate from any subcontractor. Company shall perform background checks on all subcontractors.

2.6 **Items Provided by the Company**

The City acknowledges that the Company shall, upon the request of the City, at the Company's own initial expense, purchase and install at the Project the new parking equipment described on **Exhibit 2** (collectively, including taxes and installation charges, the "Equipment"). The Company shall amortize the cost of the Equipment over a five (5) year period commencing as of the installation of the Equipment (or such other date as the parties may mutually agree), at an interest rate of _____ percent (____%) per annum. Once the final cost of the Equipment is established, the Company shall prepare and the City shall approve an amortization schedule which shall be attached to this Agreement as **Exhibit 3**. The Company shall pay the monthly amortization amount as an Operating Expense. The Equipment shall remain the property of the Company until the City has paid to the Company the full cost of the Equipment plus interest, if any. The Company on the City's behalf, shall purchase personal property insurance to cover the Equipment naming the Company as the loss payee on such policy. (The cost of the insurance will be an Operating Expense. City shall pay to the Company the remaining unamortized cost of the Equipment:

- (a) upon the termination of this Agreement for any reason prior to payment in full of the Equipment, plus interest, if any; or
- (b) at any time during the Term at the City's sole discretion.

In the event of the occurrence of either (a) or (b) above and upon such payment by the City, the Company shall deliver to the City a bill of sale transferring the Equipment to the City along with all warranty information. The Company does not give any warranty, express or implied, with respect to the Equipment, including but not limited to any implied warranty of merchantability or fitness for a particular purpose.

All equipment, material and supplies furnished by the Company shall be used solely in the performance of the Services for the City. The Company shall maintain current records and provide an accounting of all equipment, material and supplies for use by the Company. The Company will have full responsibility for the storage and security of equipment and supplies used in connection with the Services.

Notwithstanding the provisions set forth in 2.6 above, the City reserves the right to directly buy the new parking equipment described in Exhibit 2. In the event the City directly buys the equipment, there will be no associated Operating Expense incurred or charged by the Company.

2.7 Project Manager

The Company will provide an on-site manager with the experience, qualifications and accessibility as provided in this Agreement (the "Project Manager").

2.8 Assignment

The Agreement may not be assigned by Company except with the prior written consent of City.

ARTICLE 3 - COMPANY PERSONNEL

3.1 Key Personnel

The Company shall provide Services pursuant to the terms of this Agreement through its key personnel. The Company shall maintain and provide a copy to the City of a list of all key personnel involved with the Project. Additionally, the Company shall provide the City with timely notice of any changes in its key personnel.

3.2 Company Personnel Approval, Removal, Replacement or Additions

The City will have the option, in its sole and absolute discretion, to require the replacement of any individual employee assigned to provide Services at any time, following written notice and a reasonable period of time to make such change(s), during the term of this Agreement (specifically including but not limited to the Project Manager). Also, the City will have the right to require any additional personnel that the City deems necessary to maintain the desired level of Services.

ARTICLE 4 - POINTS OF CONTACT

4.1 Company's Point of Contact

The Company's point of contact for all Services is: Ed Richardson, 517 N.E. 21st Court, Wilton Manors, FL 33305, erichardson@lanierparking.com, 305-439-2211.

The duties of the Company's point of contact include, but are not limited to:

- Coordinating Services and the Company's resource assignments based upon the City's requirements.
- Providing consultation and advice to the City on matters related to the Services and operational concerns/issues and acting as a conduit to the Company's specialist resources that may be needed to supplement the Company's regular staff.
- Acting as the Company's point of contact for all aspects of contract administration, including invoicing for Services, and status reporting.
- Requesting City review and approval in advance of all Company expenditures in connection with the Services.
- Facilitating meetings and conferences between the City and the Company's executive staff when scheduled or requested by the City.
- Communicating among and between the City and the Company's staff.
- Promptly responding to the Coordinator when consulted in writing with respect to Service deviations and necessary documentation.
- Identifying and providing the City with written and oral notice immediately after the Company becomes aware of any issue that may threaten the delivery of Services in any manner contemplated by this Agreement.
- Ensuring that adequate quality assurance procedures are in place for the performance of the Services.

4.2 *City's Point of Contact*

The City's City Manager will, from time to time, designate a point of contact for all Services. The City's initial point of contact shall be Bob Mays, Assistant Finance Director (the Coordinator). The Coordinator will facilitate the flow of information between the Company and the City. The duties of the Coordinator include:

- Ensuring that the Company performs in accordance with all requirements of this Agreement.
- Promptly responding to the Company's point of contact when consulted in writing regarding Service issues.
- Reviewing all Company expenditures in connection with the Services and approving or denying such expenditures in a timely fashion.

- Acting as the City's point of contact for all aspects of the Services, including contract administration and coordination with the City's City Manager, its staff and its City Commission.

ARTICLE 5 - LEGAL NOTICES

Any notice, consent or other communication required or contemplated by this Agreement shall be in writing and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

City:

City of Wilton Manors
City Manager
Joseph L. Gallegos
2020 Wilton Drive
Wilton Manors, FL, 33305
Phone: 954-390-2120
Fax: 954-390-2199
Email: jgallegos@wiltonmanors.com

With a copy to:

City Attorney
Kerry L. Ezrol, Esq.
Goren, Cherof, Doody & Ezrol, P.A.
3099 E. Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308
Phone: 954-771-4500
Fax: 954-771-4923
kezrol@cityatty.com

Company:

Lanier Parking Systems of Florida, Inc.
Tim Walsh - President
Phone: 404-881-6076
Fax: 404-881-1815
2600 Harris Tower
233 Peachtree St, NE
Atlanta, GA 30303
Email: twalsh@lanierparking.com

With a copy to:

Lanier Parking Systems of Florida, LLC
M. Scott Diggs
President - Carolinas & Virginia
Phone: 910-509-0465
Fax: 910-509-0467
P.O. Box 1275
Wrightsville Beach, NC 28480
Email: sdiggs@lanierparking.com

Notice shall be effective upon the date of receipt by the intended recipient, provided that any notice that is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

ARTICLE 6 - TERM

The term of this Agreement will be for a period of approximately five (5) years, beginning on the April 1, 2010 and ending at midnight on March 31, 2015 (the "Initial Term"); provided, however, beginning on March 1, 2010, the Company will begin its services by leasing office space (the "Office Lease") and hiring the Project Manager and other employees to assist with the transition to its services effective on April 1, 2010 (the "Transition Period"). The City will reimburse the Company for all operating expenses approved in writing in advance that are incurred by the Company during this transition month of March 2010 as any other normal operating expense within 30 days of invoice by the Company. The City in its sole and absolute discretion shall have the option to extend the term of this Agreement for two (2) additional two-year periods, if notice of its intention to extend is given at least three (3) months prior to the applicable expiration date (the "Extended Term") (Initial Term and any Extended Terms are collectively referred to herein as the "Term").

ARTICLE 7 - COMPENSATION AND PAYMENTS

7.1 Compensation

7.1.1 Reimbursement for Expenses. The City will reimburse all of the Company's reasonable budgeted expenses, including, but not limited to, the costs associated with the Office Lease; the costs of advertising the city brand during the term of the Agreement; and the costs incurred in providing the Services, including reimbursement for all equipment, material and supplies furnished by the Company in accordance with the Initial Budget, which is attached hereto as **Exhibit 4** (the "Operating Expenses"), and further in accordance with future budgets duly approved by the City. All potential expenses during the Transition Period and all non line-item budgeted expenses at any time during the term of this agreement must be approved in writing in advance by the City's Coordinator. For purposes of this section, "reasonable expenses" shall not include any payments made by the Company to satisfy a judgment, settle a legal claim, or pay a fine or civil penalty.

7.1.2 Management Fee. The Company will receive a management fee in exchange for the Services provided hereunder in the amount of 4.95% of all Gross Revenue, as that term is hereinafter defined, from the Project, (the "Management Fee"). The Management Fee shall be calculated and payable monthly based on Gross Revenue from the immediately preceding month. For purposes of this Section, "Gross Revenue" shall mean all revenues collected by the Company or the City (excluding all sales taxes or other charges required to be remitted to any governmental agency) related to the Project, including, but not limited to, Meter Revenue, Monthly Parking Revenue, Booting/Towing Revenue and Citation/Fine/Fee Revenue, pursuant to the provisions of this Agreement. The Company shall pay any and all sales taxes or other charges required to be remitted to any governmental agency prior to their due date.

7.1.3 Sales and Use Tax. The City is a tax exempt entity (State Tax Exempt Certificate No. 85-8012646214C-7) and is not obligated to pay sales, use or other similar taxes. If City is not exempt for a particular tax it will reimburse Company for these taxes.

7.2 Cash Management.

The Company shall deposit the Gross Revenue daily into a bank account designated by the City. Prior to commencement of this Agreement, the City shall deposit with the Company an amount equal to one (1) month's estimated Operating Expenses (the "Operating Advance"). The Company shall pay all

Operating Expenses and the Management Fee out of the Operating Advance. On or before the 20th day of each month, the Company will give the City a statement for the preceding calendar month setting out the Gross Revenue, Management Fee, and Operating Expenses for such month (the "Statement"), together with an invoice for the amount of the monthly Operating Expenses and Management Fee. The City shall pay to the Company the amount of the invoice within fifteen days following its receipt. In the event the City fails to reimburse the Company within the fifteen (15) day period, and the City does not remedy such failure within five (5) days of receipt of written notice from the Company, then the Company shall have the right to terminate this Agreement with immediate effect. Upon termination of this Agreement, if the City is not then in default, the Company shall return to the City the remaining balance of the Operating Advance.

7.3 Budget

Budgeted expenses shall be based on an approved line item budget to be derived based on the Scope of Services to be provided hereunder and the number of parking meters owned or designated by the City for Services. After the Initial Budget, an annual budget shall be submitted by March 15th for the fiscal year beginning October 1st of each year and will be subject to formal approval by the City Commission of the City during its normal annual budget approval process. The annual budget of the City is approved during September for the fiscal year beginning October 1st ("Approved Budget").

If the parties are unable to agree to an Approved Budget for any upcoming year and under the time frames discussed above, then the prior year's Approved Budget shall prevail until the parties agree to the upcoming year's Approved Budget.

The Approved Budget shall be in a form consistent with the City budget. Expenses paid by the Company shall be reimbursed only if part of the Approved Budget or if approved in advance in writing by the City. Any expenses incurred in excess of the Approved Budget for such year shall be at the sole cost of Company.

7.4 Payment to Subcontractors

Upon completion, or as otherwise requested by the City, the Company shall provide to the City documentation of contract payments to any Approved Subcontractor, as provided in Section 2.5 herein.

7.5 Accounting and Auditing

The Company shall maintain complete and accurate records, using Generally Accepted Accounting Practices (GAAP), of all costs and revenue collections related to this Agreement and the Services provided herein. Such records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any collections, invoices, payments, or claims submitted by the Company or any of its payees in connection with this Agreement. Records subject to examination will include, but are not limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement.

For the purpose of such inspections, the City's agent or authorized representative shall have access to said records from the Effective Date of this Agreement, for the duration of the Services, and until one (1) year after the date of final payment by the City to the Company pursuant to the terms of this Agreement.

The City's agent or authorized representative shall have access to the Company's facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this Article 7. The City will give the Company reasonable advance notice of planned inspections. The Company also agrees to an annual audit of the Services-related financial information by an independent auditor selected by the City in its sole and absolute discretion.

ARTICLE 8 - TERMINATION

8.1 Termination for Default

By giving written notice, either party may terminate this Agreement upon the occurrence of one or more of the following events, each of which constitute a non-exclusive "Event of Default" under this Agreement:

- a. The other party violates or fails to perform any covenant, provision, obligation, term, or condition contained in this Agreement, provided that, unless otherwise provided in this Agreement, such failure or violation shall not be cause for termination if the defaulting party cures such default (if the default is susceptible to cure) within thirty (30) days of receipt of written notice of default

from the other party or such additional time as is reasonably necessary to cure such default, or

- b. The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, or any covenant, agreement, obligation, term, or condition contained in this Agreement.

Any notice of default shall state the party's intent to terminate this Agreement if the default is not cured within the specified time period, if applicable

8.2 Termination Without Cause

Either party shall have the right to terminate this Agreement at any time with or without cause upon not less than ninety (90) days prior written notice to the other party.

8.3 Obligations Upon Expiration Or Termination

Upon termination of this Agreement, the Company shall promptly provide or return to the City all equipment, materials, documents, or data, whether in written, graphic, machine readable or other form, supplied by the City or produced by the Company in connection with this Agreement and the Services provided therein, in as good condition as when delivered, reasonable wear and tear excepted. The City shall reimburse the Company for any and all costs that it incurs related to the Office Lease after the Agreement has been terminated, if the termination is initiated by the City. If this agreement is terminated at the initiation of the Company, the City will have no obligation to reimburse the Company for any or all costs it incurs related to the Office Lease.

8.4 No Effect On Taxes, Fees, Charges Or Reports

Any termination of this Agreement will not relieve the Company of the obligation to pay any fees, taxes, or other charges then due to the City or any other entity, or relieve the Company of the obligation to file any daily, monthly, quarterly, or annual reports covering the period to termination, or relieve the Company from any claim for damages previously accrued or then accruing against the Company.

8.5 Authority to Terminate

The City Manager has the authority, without the necessity of further action by the City, to exercise, on behalf of the City, any and all of the City termination rights set forth in this Agreement.

8.6 Other Remedies

Upon termination of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedies.

ARTICLE 9 - COVENANTS AND REPRESENTATIONS

The Company covenants and represents that the Services it contemplates providing shall satisfy all requirements set forth in this Agreement. All Services performed by the Company pursuant to this Agreement shall meet the highest industry standards and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience, and knowledge. The Company will not violate any agreement with any third party by entering into or performing this Agreement.

The Company further represents and covenants that:

- a. It is validly existing and in good standing under the laws of the State of Georgia and is duly authorized to conduct business in the State of Florida;
- b. It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- c. The execution, delivery, and performance of this Agreement have been duly authorized by the Company;
- d. No approval, authorization, or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Agreement; and
- e. In connection with its obligations under this Agreement, it shall comply with all applicable Federal, State and local laws and regulations and shall obtain all applicable permits and licenses.

ARTICLE 10 - INDEMNIFICATION

10.1 To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless the City and City officers, agents and employees from and against

any and all claims, losses, damages, obligations, liabilities and expenses (including reasonable attorneys' fees) that arise directly or indirectly from any negligent act(s), error(s) or omission(s) or willful misconduct by the Company or any of its agents, employees or subcontractors (or any allegations of any of the foregoing), including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal.

In any and all claims against the City or any of the City's agents or employees by any employee of the Company, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Company or any subcontractor under workers' or workmen's' compensation acts, disability benefit acts or other employee benefit acts.

10.2 Sovereign Immunity

The City is a political subdivision of the State of Florida and enjoys sovereign immunity. Nothing in the Agreement is intended, nor shall be construed or interpreted, to waive or modify the immunities and limitations on liability provided for in Section 768.28, Florida Statutes, as may be amended from time to time, or any successor statute thereof. To the contrary, all terms and provisions contained in the Agreement, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure City of the limitation from liability provided to the State's subdivisions by state law.

ARTICLE 11 - INSURANCE

The Company shall purchase and maintain during the life of this Agreement with an insurance company acceptable to the City and authorized to conduct business in the State of Florida the following insurance listing the City as additional insureds:

11.1 Automobile Liability

Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.

11.2 Commercial General Liability

Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under this Agreement from claims of bodily injury or property damage which arise from operation of this Agreement whether such operations are performed by Company, any subcontractor or any person directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operation, personal injury liability and contractual liability assumed under the indemnity provision of this Agreement. This coverage shall be on an occurrence basis.

11.3 Workers' Compensation Insurance

Meeting the statutory requirements of the State of Florida and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

11.4 Theft, Disappearance and Destruction Coverage

Protecting against loss of money and securities, inside the premises and outside the premises in the care and custody of a messenger in an amount not less than \$100,000.

11.5 Fidelity - Blanket Employee Dishonesty

Covering the Company, its agents or employees, in an amount not less than \$500,000 per employee.

Prior to the Effective Date and thereafter prior to the renewal date of such insurance, the Company shall deliver to the City a certificate evidencing the existence of the insurance required above and providing that such insurance cannot be amended or canceled except upon the insurer having given thirty (30) days' prior written notice thereof to the City. Upon request of the City, the Company shall disclose a copy of its underlying insurance policy.

The City does hereby waive all rights of recovery, if any, against the Company for damage to, or destruction of, the Project in the event such damage or destruction is

caused by fire or other casualty which can be covered under a standard fire and extended coverage insurance policy.

The City expressly acknowledges that the Company's obligations in connection with the management, operation and promotion of the Project, and employment of persons in connection therewith, do not include the rendition of service, supervision, or furnishing of personnel in connection with the personal safety and security of employees, tenants, customers, or other persons within and about the Project. The Company does not have knowledge or expertise as a guard or security service, and does not employ personnel for that purpose, nor do the Company's employees undertake the obligation to guard or protect customers against the intentional acts of third parties. The City shall determine, at the City's discretion, whether and to what extent any precautionary warnings, security devices, or security services may be required to protect patrons in and about the Project.

For the initial term of the Agreement and for any Amendment thereto, Company shall carry, and at all times maintain in full force and effect, sufficient insurance to provide the coverage described in the Agreement, as well as the specific coverages as follows:

The insurance shall cover Company in the performance of services under the Agreement. Company shall provide to City an appropriate certificate of insurance evidencing compliance with the Agreement. Company shall, for a period of two (2) years following the termination of the Agreement maintain a reporting endorsement or "tail coverage" in an amount equal to that described above. All policies shall contain a provision that the insurer shall give City at least 30 days written notice prior to cancelling, terminating, or reducing the amount of Company's insurance.

ARTICLE 12 - GENERAL COMPLIANCE WITH LAWS AND REGULATIONS

The Company shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the Services provided herein. If, due to conflicts between two or more such ordinances, statutes, laws, rules, and regulations (the "Regulations") or due to conflicts in the interpretation or enforcement of such Regulations by courts or governing bodies having jurisdiction over the Services, the Company is unable to comply with such Regulations, the Company shall exercise usual and customary professional care in the exercise of its professional judgment in complying with such conflicting Regulations. The Company further agrees that it will at all times during the term of this Agreement be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to

workers' compensation, the Fair Labor Standards Act, the Americans with Disabilities Act (ADA), the Family and Medical Leave Act, and all Occupational Safety and Health Administration (OSHA) regulations applicable to the Services provided herein.

12.1 *Non-Discrimination*

The Company agrees that it has adopted and will maintain and enforce a policy of non-discrimination in compliance with Section 2-269 of the City's Code of Ordinances, which is attached to this Agreement as Exhibit 5. The Company agrees that it will inform the City of any alleged violation(s) of employment practices involving any employees who provide Services which are asserted in any claims filed with the Equal Employment Opportunity Commission, Labor Department or any other federal or state compliance agency. Also, the Company will inform the City of the final disposition of such cases.

12.2 *Equal Opportunity*

The City is committed to promoting equal opportunities for all and to eliminating prohibited discrimination in all forms. Prohibited discrimination means discrimination as described in Section 2-269 of the City's Code of Ordinances. Without limiting the foregoing, prohibited discrimination also includes retaliating against any person, business or other entity for reporting any incident of prohibited discrimination. It is understood and agreed that not only is prohibited discrimination improper for legal and moral reasons, prohibited discrimination is also an anti-competitive practice that tends to increase the cost of goods and services to the City and others.

As a condition of entering into this Agreement, the Company further agrees to: (a) promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the City to terminate or withhold payment under this Agreement.

12.3 Harassment

The Company agrees to make itself aware of and comply with the City's Harassment Policy, a copy of which has been provided to the Company. The City will not tolerate or condone acts of harassment based upon race, sex, sexual orientation, gender identity, marital status, religion, national origin, color, age, or disability.

ARTICLE 13 - DRUG FREE WORKPLACE REQUIREMENT

The Company shall provide a drug-free workplace during the performance of this Agreement. This obligation is met by:

- a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Company's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- c. Notifying each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined in this Article and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction;
- d. Notifying the City within ten (10) days after receiving from an employee a notice of a criminal drug statute conviction or after otherwise receiving actual notice of such conviction, unless otherwise forbidden to communicate such information to third parties under the Company's drug-free awareness program or other restrictions;

- e. Imposing a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of drug crime;
- f. Making a good faith effort to continue to maintain a drug-free workplace for employees; and
- g. Requiring any party to which it subcontracts any portion of the work under the Agreement to comply with the provisions above.

If the Company is an individual, the requirement is met by not engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance or any other illegal substance in the performance of this Agreement.

Failure to comply with the above drug-free workplace requirements during the performance of the Agreement shall be grounds for suspension, termination or debarment.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 *Relationship Of The Parties*

The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; or (ii) constitute such parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, act for, bind, or otherwise create or assume any obligation on behalf of the other.

14.2 *Entire Agreement*

This Agreement is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties relative to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations, and proposals

(the "Prior Agreements"), written or oral, except to the extent such Prior Agreements are incorporated by reference into this Agreement.

14.3 Amendment

No amendment or change to this Agreement shall be valid unless in writing and signed by both parties to this Agreement.

14.4 Governing Law and Jurisdiction

The parties acknowledge that this Agreement is made and entered into in Broward County, Florida. The parties further acknowledge and agree that Florida law shall govern all rights, obligations, duties, and liabilities of the parties to this Agreement, and that Florida law shall govern interpretation of this Agreement and any other matters relating to this Agreement (all without regard to Florida conflicts of laws principles).

The parties further agree that any and all legal actions or proceedings relating to this Agreement shall be brought in a state or federal court sitting in Broward County, Florida. By execution of this Agreement and to the extent permitted by law, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any of the above courts.

14.5 Binding Nature and Assignment

This Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other. Any assignment attempted without the written consent of the other party will be void.

14.6 Recitals

The General Recitals listed in the beginning of this Agreement are incorporated herein and made a part hereof.

14.7 Severability

The invalidity of one or more of the phrases, sentences, clauses, sections or articles contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can

be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its original intent.

14.8 Approvals

All approvals or consents required under this Agreement must be in writing and signed by an appropriate representative of the respective party.

14.9 Waiver

No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving its rights.

14.10 Conflict of Interest

The Company covenants that its officers, employees, shareholders and subcontractors have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services required to be performed under the term of this Agreement.

14.11 No Bribery Or Lobby

The Company certifies that to the best of its knowledge, information, and belief, neither it, any of its affiliates or subcontractors, nor any of its employees of any of the forgoing has bribed or lobbied, or attempted to bribe or lobby, an official or employee of the City in connection with this Agreement.

14.12 Company Access to City Facilities

Arrangements for access to City facilities will be made between the Coordinator and the Company. The Company will be required to sign for all keys when issued and return all keys upon termination of this Agreement. The Company shall report any loss or misuse of keys immediately and will promptly reimburse the City for any re-keying as a result of such loss or misuse.

14.13 City's Right to Dismiss Fees and Fines

The City Manager has the unilateral right to dismiss any individual parking ticket or other citation and/or direct the Company to reimburse any fees.

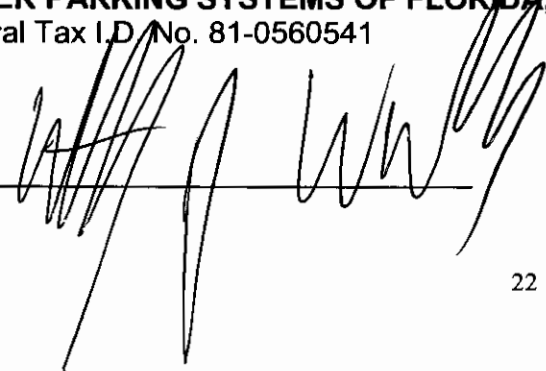
ARTICLE 15 - PUBLICITY AND STATEMENTS TO THE PRESS

Advertising, sales promotion or other materials of the Company or its agents or representatives shall limit the identification or reference to this Agreement to the general description of the Services. As a condition of entering into this Agreement, the Company further agrees to refrain from the following, absent the City's prior written approval: (1) making any statement to the media or public regarding the subject matter of this Agreement or the City's position on any issue relating to this Agreement; or (2) making any statement to the media or public on any issue which is in the City's sole and absolute judgment likely to cast doubt on the competence or integrity of the City or the Company. Failure to comply with this Article by the Company shall constitute a material breach and, without limiting any other remedies the City may have, shall entitle the City to terminate this Agreement for default.

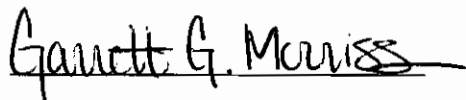
THIS AGREEMENT, entered into by and between the City and the Company and as of the Effective Date for the Services set forth herein for the City of Wilton Manors, Florida.

COMPANY:

LANIER PARKING SYSTEMS OF FLORIDA, LLC.
Federal Tax I.D. No. 81-0560541



WITNESS



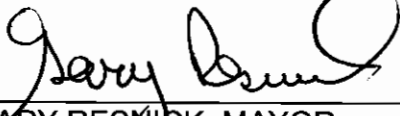
By: Timothy J. Walsh
~~Chief Operating Officer~~ **PRESIDENT**

Date: 2/5/2010

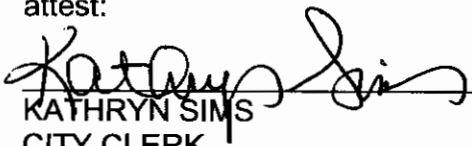
Date: 2/5/2010

CITY:

CITY OF WILTON MANORS, FLORIDA

By: 
GARY RESNICK, MAYOR

attest:


KATHRYN SIMS
CITY CLERK

I HEREBY CERTIFY that I have
approved the form of this Agreement.

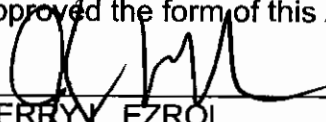

KERRY L. EZROL
CITY ATTORNEY

EXHIBIT 1
SUMMARY SCOPE OF SERVICES

The Company will provide overall management of on-street parking, including parking enforcement, meter maintenance, and administration of any merchant validation and parking permit programs (as defined in the Agreement and herein, the "Services"). As a part of and in providing the Services, the Company will be responsible for and focus on the following areas:

1. **Parking Meter and Other Onstreet Parking Enforcement**
 - a. Enforce parking regulations relating to meters and other parking controls within an area designated by the City, including, but not limited to, the area bounded to the north by the North Fork of the Middle River, to the West by Andrews Avenue, to the South by the South Fork of the Middle River, and to the East by NE 16th Avenue (the "Designated Area"). The Enforcement Area is primarily intended to be along Wilton Drive and nearby areas. Enforcement activities will include electronic ticketing and towing. The City may adjust the geographic locations for enforcement activities in its sole discretion.
 - b. Manage parking meters and any additional non-metered on street parking spaces designated by the City.
 - c. Issue residential parking permits.
 - d. Install and manage parking meters as instructed by the City.
 - e. Establish designated patrol routes for Company enforcement officers.
 - f. Respond to requests from the City to suspend or emphasize enforcement along certain roads or in certain areas. The City also reserves the right to temporarily suspend enforcement along any street, or in any zone, according to the needs of the City. The City will make every effort to provide the Company adequate notice concerning the location and duration of any such suspension or higher level of enforcement.
 - g. Enforce parking regulations for special events, including but not limited to festivals, etc.

2. **Collection of Monies and Accounting**

- a. Collect and account for all revenues from the installed meters. All monies collected from parking meters will be deposited daily, in accordance with approved guidelines established by the City, into an account authorized by the City.
- b. Download all data from its handheld computers on a daily basis into the system specified by the City. The Company will use the Clancy system for its ticketing hardware and software.
- c. Make available to the City on a daily basis all reports generated by the parking meters and paystations.
- d. Ensure proper accountability and internal control of monies collected.
- e. Provide any periodic or special financial and operational reports as requested by the City.
- f. If requested by the City, provide capability to use debit cards, keys or similar devices at selected meter locations.

3. **Office Administration**

- a. Provide and maintain office space within the Designated Area in the project area that will serve as the office for the Company's enforcement personnel and meter maintenance operations. This office will be open to the public during business hours agreed upon by the Company and the City.
- b. Be equipped with a computer in order to daily download data. The office must have a telephone and the number must be provided to the public and to the City.
- c. Be responsible for purchasing all materials necessary to carry out all office functions (in accordance with the applicable Approved Budget). These include, but are not limited to, paper tickets and ticket books, envelopes, uniforms, office equipment and supplies, an inventory of spare parts for maintenance and repair of meters, and all other necessary equipment in providing the Services.
- d. Coordinate with the City on the purchase of new parking equipment.
- e. Administer, if implemented, a Merchant Parking Validation Program

4. **Personnel Administration**

- a. Parking enforcement personnel will demonstrate high ethical standards of conduct and will observe all written rules and regulations concerning their work assignments.
- b. Supervisors and field personnel will maintain radio or cell phone contact at all times to ensure appropriate oversight of parking enforcement activities.
- c. The Company will arrange for bonding of all personnel who handle monies.
- d. The Company will ensure that all enforcement, parking meter maintenance and coin collecting personnel wear City-approved uniforms and be properly groomed while on duty. The uniform must display approved insignia that clearly identifies the wearer as being responsible for enforcing parking violations, managing parking facilities or servicing parking meters. The uniform will also have a clearly visible and readable nametag that must be worn at all times.
- e. All other employees of the Company providing Services shall at all times be clearly identifiable by uniform, name badges, name tags, or identification cards.
- f. The Company shall employ persons who are fully trained, competent and qualified with the skills and experience necessary to provide the Services during the existing term of this Agreement.
- g. The Company is responsible for hiring, training and supervising its staff members. All of the Company's staff members assigned to provide the Services are employees of the Company.
- h. The Company personnel shall at all times assure that its employees serve the public in a courteous, helpful, and impartial manner. Correction of any inappropriate behavior or language shall be the responsibility of the Company.
- i. The Company shall respond to any public complaint within forty-eight (48) hours after receipt of the complaint. In the event a report is received alleging an employee of the Company was discourteous, belligerent, profane or in any way intimidating, either physically or verbally, the Company will submit a written report to the Coordinator within seven (7) days of the date of the report, outlining the complete details of the incident. The report will include the nature of the incident, time, date, location and the name, address and telephone number of the person

making the allegation. The report will also include the name and title of the employee and the nature of the disciplinary action taken, if any.

- j. Transportation vehicles used by the Company in providing the Services defined herein must be in compliance with all applicable local, state and federal laws (i.e., mopeds, bikes, etc.).
- k. Company shall perform background checks on all employees.

5. **Training and Customer Service**

- a. Provide thorough training for enforcement and other personnel, including general information and directions to assist customers visiting the Wilton Manors area.
- b. Respond in accordance with approved City guidelines and Article 15 of this Agreement regarding Company responses to public inquiries about the onstreet parking program, ticketing and enforcement, or any other citizen concern. The Company will provide a high level of customer service by employing friendly, helpful, customer-oriented personnel.
- c. Assist the City in its efforts to inform the public about the Project.
- d. Provide all enforcement personnel with an adequate supply of material regarding City services and City attractions, sites and events for distribution to citizens requesting such information.
- e. Keep an accurate record of all citizens' complaints, their resolution, and the action taken to contact the complainant. All such records shall be retained during the term of this Agreement and made available to the Coordinator.
- f. Provide general information and directions to assist customers with the City.

6. **Installation and Maintenance**

- a. Consult with the City in the purchase of, parking meters, paystations and other parking management equipment. Any purchase shall be approved by the City and consistent with City approved purchasing procedures.
- b. Advise the City in the install of parking meters and paystations in accordance with the City's standards.
- c. Maintain the installed meters in good working condition. Good working condition is defined as repairing/replacing any defective meter within

twenty-four (24) hours of a report of failure. All Company employees will be required to immediately report any damaged, missing or malfunctioning meters or facilities to the appropriate supervisor.

- d. Implement and follow a regular preventive maintenance schedule for all parking meters and any other parking management equipment.
- e. Keep a meter log of all complaints. The log will note the date, meter number, location, problem and name of the person calling in the problem, the tag number of the car (if any), the date the mechanics checked the meter, the nature of the problem and the date it was corrected.

7. **Special Events**

- a. If a special event is scheduled, the Company may be required to reset any or all meters. These events include, but are not limited to, festivals, parades etc.

8. **Other**

- a. Change Company procedures as necessary to conform to revisions in the City's ordinances, parking regulations, policies and initiatives.
- b. Consult with the City, as requested, regarding the design or enhancement of the parking program and the Services.
- c. Assist in maintaining and expanding the program, if required to do so, as needed.
- d. Coordinate with the City and stay involved in the City's efforts to inform the public about the parking program.
- e. Provide consulting services to the City on its parking program without charge, provided that the consulting services do not require extraordinary expense to the Company.
- f. Assist City with revisions to City Ordinances related to parking.

**EXHIBIT 2
LIST OF EQUIPMENT - ESTIMATED**

ESTIMATED METER LOCATIONS								
Direction	Street Location	Nearest Cross Streets	Spaces	Double	Single	Pole Spec		
N	Wilton Drive	NE 5th and NE 6th	3	1	1	Concrete		
			12	6		Concrete		
			2	1		Concrete		
				NE 6th and NE 7th	6	3		Concrete
				NE 8th and NE 9th	2	1		Concrete
					3	2	1	Concrete
					4	2		Concrete
				NE 9th - NE 11th	4	2		Concrete
		S	Wilton Drive	NE 8th Terr- NE 8th	5	2	1	Concrete
				NE 7th - 6th	6	3		Concrete
NE 6th - NE 22nd	7			3	1	Concrete		
NE 22nd- NE 21st Court	4			2		Concrete		
NE 21st- NE 20th	4			1	2	Concrete		
	5			2	1	Concrete		
	NE 20 th			5	2	1	Concrete	
NE	20th		3	1	1	Concrete		
NE	21st Court		6	3		Concrete		
			4	2		Concrete		
			6	3		Concrete		
NE	WM- Women's Club		8	4		Concrete		
			4	2		Dirt		
NE	7th		6	3		Dirt		
			6	3		Concrete		
NE	9th		4	2		Concrete		
NE	11th		4	2		Concrete		
NE	8th Terrace		4	2		Concrete		
			3	1	1	Concrete		
			2	1		Concrete		
NE	11th		2	1		Dirt		
NE	6th		4	2		Dirt		
			9	4	1	Dirt		
NE	22nd		3	2	1	Concrete		
			4	2		Dirt		
NE	21st Court		5	2	1	Concrete		
TOTAL			157	74	13			

Wilton Manors Capital Expenditures Estimate

Item		Cost Includes Shipping (No Sales Taxes)
1 Meters includes sleeves & decorative posts	157	\$ 75,186.60
Spares DBL	1	375.40
Spares Single	10	\$ 4,037.70
Coin Cart	1	\$ 1,275.00
Handheld Communicator	1	\$ 2,500.00
2 Poles for Meters	100	\$ 2,100.00
3 Digital Paystations with solar	4	\$ 44,326.46
4 Boots	4	\$ 2,500.00
5 Jet Sort w/ maintenance agreement	1	\$ 8,400.00
6 Bill Counter	1	\$ 800.00
7 Golf Cart	2	\$ 18,500.00
8 Safe - (1) Small & (1) Large	2	\$ 2,300.00
9 Computers	2	\$ 2,400.00
10 Video Surveillance	1	\$ 2,500.00
Total		\$ 167,201.16
Wilton Manors Additional Program Expenses		Estimated
Core Drilling/ Installation- Subcontractor		\$6,600

**EXHIBIT 3
AMORTIZATION SCHEDULE**

To be determined.

City of Wilton Manors, FL
Annual Revenue & Expense Budget
April 2010 - September 2010

EXHIBIT 4, Continued

Revenue	Feb-10 Budget	Mar-10 Budget	Apr-10 Budget	May-10 Budget	Jun-10 Budget	Jul-10 Budget	Aug-10 Budget	Sep-10 Budget	Total Budget
Cashier	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Monthly Parking	\$ -	\$ -	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 15,000.00
Hotel Monthly	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Meter	\$ -	\$ -	\$ 36,045.00	\$ 36,045.00	\$ 36,045.00	\$ 36,045.00	\$ 37,246.50	\$ 34,843.50	\$ 216,270.00
Violation	\$ -	\$ -	\$ 20,451.60	\$ 19,665.00	\$ 20,451.60	\$ 20,058.30	\$ 20,844.90	\$ 19,665.00	\$ 121,136.40
Boot Fee Income	\$ -	\$ -	\$ 1,237.50	\$ 1,237.50	\$ 1,237.50	\$ 1,237.50	\$ 1,278.75	\$ 1,196.25	\$ 7,425.00
Free & Discounted	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sales Tax Collected	\$ -	\$ -	\$ (2,181.79)	\$ (2,181.79)	\$ (2,181.79)	\$ (2,181.79)	\$ (2,249.80)	\$ (2,113.78)	\$ (13,090.74)
Local Surcharge Collected	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sales Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Surcharge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Revenue Offsel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Income	\$ -	\$ -	\$ 58,052.31	\$ 57,265.71	\$ 58,052.31	\$ 57,659.01	\$ 59,620.35	\$ 56,090.97	\$ 346,740.66
Payroll & Payroll Expenses									
Wages-Cashier	\$ -	\$ -	\$ 2,121.60	\$ 2,040.00	\$ 2,121.60	\$ 2,080.80	\$ 2,162.40	\$ 2,040.00	\$ 12,566.40
Wages-Maintenance	\$ -	\$ -	\$ 1,836.00	\$ 816.00	\$ 897.60	\$ 856.80	\$ 897.60	\$ 856.80	\$ 6,160.80
Wages-Valet	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Wages-Driver	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Wages-Attendant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Wages - Enforcement	\$ -	\$ -	\$ 5,673.24	\$ 3,240.54	\$ 2,790.72	\$ 3,235.95	\$ 2,887.11	\$ 3,139.56	\$ 20,967.12
Wages - Event	\$ -	\$ -	\$ -	\$ 432.00	\$ -	\$ 432.00	\$ -	\$ 432.00	\$ 1,296.00
Wages - Traffic Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Wages-Accountant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Wages-Auditor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Wages-Management	\$ -	\$ -	\$ 10,000.00	\$ 3,333.33	\$ 3,333.33	\$ 3,333.33	\$ 3,333.33	\$ 3,333.33	\$ 26,666.67
Wages-Management Bonuses	\$ -	\$ -	\$ 999.99	\$ 333.33	\$ 333.33	\$ 333.33	\$ 333.33	\$ 333.33	\$ 2,666.64
Wages	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parkway Wages - OT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parkway Wages - PTO	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parkway Wages - Holiday	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Payroll Taxes	\$ -	\$ -	\$ 2,424.12	\$ 1,197.94	\$ 1,113.50	\$ 1,206.99	\$ 1,129.62	\$ 1,190.87	\$ 8,263.04
Employee Benefits	\$ -	\$ -	\$ 1,392.58	\$ 688.18	\$ 639.67	\$ 693.37	\$ 648.93	\$ 684.11	\$ 4,746.84
Workers Comp	\$ -	\$ -	\$ 2,320.97	\$ 1,146.96	\$ 1,066.12	\$ 1,155.62	\$ 1,081.55	\$ 1,140.19	\$ 7,911.41
Taxes, Benefits & W/C	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Payroll	\$ -	\$ -	\$ 26,768.50	\$ 13,228.28	\$ 12,295.87	\$ 13,328.19	\$ 12,473.87	\$ 13,150.19	\$ 91,244.92
Operating Expenses									
Rent or Lease	\$ -	\$ -	\$ 2,134.00	\$ 1,067.00	\$ 1,067.00	\$ 1,067.00	\$ 1,067.00	\$ 1,067.00	\$ 7,469.00
Percentage Rent	\$ -	\$ -	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 3,000.00
CAM Expenses	\$ -	\$ -	\$ 1,368.00	\$ 684.00	\$ 684.00	\$ 684.00	\$ 684.00	\$ 684.00	\$ 4,788.00
Uniforms	\$ -	\$ -	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 330.00
Operating Supplies	\$ -	\$ -	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 750.00
Office Supplies	\$ -	\$ -	\$ 150.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 525.00
Office Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment Purchases	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment Rental	\$ -	\$ -	\$ 98.00	\$ 98.00	\$ 98.00	\$ 98.00	\$ 98.00	\$ 98.00	\$ 588.00
Equipment Leases	\$ -	\$ -	\$ 490.00	\$ 490.00	\$ 490.00	\$ 490.00	\$ 490.00	\$ 490.00	\$ 2,940.00
Parking Tickets / Violations	\$ -	\$ -	\$ 768.93	\$ 768.93	\$ 768.93	\$ 768.93	\$ 768.93	\$ 768.93	\$ 4,613.58
Parking Cards	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Signage Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Printing	\$ -	\$ -	\$ 125.40	\$ 125.40	\$ 125.40	\$ 125.40	\$ 125.40	\$ 125.40	\$ 752.40
Business License	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ 500.00
Permits & Registrations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Auto Damage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Operating Expense	\$ -	\$ -	\$ 5,814.33	\$ 4,488.33	\$ 3,988.33	\$ 3,988.33	\$ 3,988.33	\$ 3,988.33	\$ 26,255.98

EXHIBIT 4, Continued

Repairs & Maintenance														
Building	\$	-	\$	150.00	\$	150.00	\$	150.00	\$	150.00	\$	150.00	\$	900.00
Lighting	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Elevators	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Equipment	\$	-	\$	610.89	\$	610.89	\$	610.89	\$	610.89	\$	610.89	\$	3,665.32
Plant Maintenance	\$	-	\$	83.33	\$	83.33	\$	83.33	\$	83.33	\$	83.33	\$	499.98
Service Contracts	\$	-	\$	84.50	\$	84.50	\$	84.50	\$	84.50	\$	84.50	\$	507.00
R & M Vehicles	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Subtotal R & M	\$	-	\$	928.72	\$	928.72	\$	928.72	\$	928.72	\$	928.72	\$	5,572.30
Insurance														
General Liability	\$	-	\$	3,951.27	\$	1,317.09	\$	1,317.09	\$	1,317.09	\$	1,317.09	\$	10,536.72
Umbrella	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Inland	\$	-	\$	292.50	\$	292.50	\$	292.50	\$	292.50	\$	292.50	\$	1,755.00
Crime	\$	-	\$	177.00	\$	59.00	\$	59.00	\$	59.00	\$	59.00	\$	472.00
Bond Insurance	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Insurance Deductible	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Professional Liability	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Subtotal Insurance	\$	-	\$	4,420.77	\$	1,668.59	\$	1,668.59	\$	1,668.59	\$	1,668.59	\$	12,763.72
Other Expenses														
Utilities	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Telephone	\$	-	\$	320.00	\$	160.00	\$	160.00	\$	160.00	\$	160.00	\$	1,120.00
Cellular Phone	\$	-	\$	360.00	\$	180.00	\$	180.00	\$	180.00	\$	180.00	\$	1,260.00
Internet Service	\$	-	\$	120.00	\$	60.00	\$	60.00	\$	60.00	\$	60.00	\$	420.00
Shuttle Management Fee	\$	-	\$	2,000.00	\$	2,000.00	\$	2,000.00	\$	2,000.00	\$	2,000.00	\$	12,000.00
Base Management Fee	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Incentive Management Fee	\$	-	\$	2,873.59	\$	2,834.65	\$	2,873.59	\$	2,851.21	\$	2,776.50	\$	17,163.66
Accounting Fees	\$	-	\$	930.00	\$	465.00	\$	465.00	\$	465.00	\$	465.00	\$	3,255.00
Legal Fees	\$	-	\$	1,500.00	\$	-	\$	-	\$	-	\$	-	\$	1,500.00
Consulting Services	\$	-	\$	500.00	\$	500.00	\$	500.00	\$	500.00	\$	500.00	\$	3,000.00
Banking Fees	\$	-	\$	121.33	\$	75.01	\$	73.71	\$	71.14	\$	73.17	\$	484.95
Credit Card Fees	\$	-	\$	105.41	\$	104.03	\$	105.41	\$	104.72	\$	101.86	\$	629.70
Accounts Receivable Fees	\$	-	\$	89.00	\$	89.00	\$	89.00	\$	89.00	\$	89.00	\$	534.00
Recruiting Fees	\$	-	\$	70.00	\$	70.00	\$	70.00	\$	70.00	\$	70.00	\$	420.00
Payroll Processing	\$	-	\$	136.16	\$	67.29	\$	62.55	\$	63.45	\$	66.89	\$	464.14
Processing Room Fee	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Gas Expense	\$	-	\$	80.00	\$	80.00	\$	80.00	\$	80.00	\$	80.00	\$	480.00
Mileage Reimbursement	\$	-	\$	50.00	\$	50.00	\$	50.00	\$	50.00	\$	50.00	\$	300.00
Transitional Expense	\$	-	\$	4,000.00	\$	-	\$	-	\$	-	\$	-	\$	4,000.00
Postage	\$	-	\$	100.00	\$	100.00	\$	100.00	\$	100.00	\$	100.00	\$	600.00
Advertising	\$	-	\$	1,000.00	\$	1,000.00	\$	1,000.00	\$	1,000.00	\$	1,000.00	\$	6,000.00
Sales & Marketing	\$	-	\$	100.00	\$	100.00	\$	100.00	\$	100.00	\$	100.00	\$	600.00
Miscellaneous	\$	-	\$	10,300.00	\$	60.00	\$	60.00	\$	60.00	\$	60.00	\$	10,600.00
Subtotal Other Expenses	\$	-	\$	24,755.49	\$	7,994.98	\$	8,026.14	\$	8,014.35	\$	7,932.42	\$	64,831.45
Total Expenses	\$	-	\$	62,687.81	\$	28,308.90	\$	26,907.65	\$	27,928.18	\$	27,167.58	\$	200,668.37
Net Income/(Loss)	\$	-	\$	(4,635.50)	\$	28,956.81	\$	31,144.66	\$	29,730.83	\$	32,452.77	\$	146,072.29

EXHIBIT 5
SECTION 2-269 OF THE CITY'S CODE OF ORDINANCES
RELATING TO NON-DISCRIMINATION

Sec. 2-269. Nondiscrimination in public contracts.

[The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]

(a) Definitions:

Contract shall mean an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the city or to be paid out of monies deposited in the treasury.

Contractor means any person or persons, firm, partnership, corporation, or combination thereof, who enters into a contract or property contract with a department head or officer empowered by law to enter into contracts or property contracts on the part of the city.

Disability shall mean a physical or mental impairment which substantially limits one (1) or more major life activities, or a record of such an impairment.

Gender shall mean the character of being male or female.

Gender identity or expression shall mean a person's gender-related identity, appearance, expression, or behavior of an individual, regardless of the individual's assigned sex at birth.

Property contract shall mean a written agreement for the exclusive use or occupancy of real property for a term exceeding twenty-nine (29) days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the city for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the city's use or occupancy of real property owned by others, including leases, concessions, franchises and easements. For the purposes of this chapter, "exclusive use" means the right to use or occupy real property to the exclusion of others, other than the rights reserved by the fee owner. "Property contract" shall not include a revocable at-will use or encroachment permit for the use of or encroachment on city property regardless of the ultimate duration of such permit, except that "property contract" shall include such permits granted to a private entity for the use of city property for the purpose of a for-profit activity. "Property contract" shall also not include street excavation, street construction or street use permits, agreements for the use of city right-of-way where a contracting utility has the power of eminent domain, or agreements governing the use of city property which constitutes a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally recognized as protected by the First Amendment to the U.S. Constitution, or which are primarily recreational in nature.

Qualified disabled employee shall mean a person able to perform the essential functions of a job with reasonable accommodation.

Sexual orientation shall mean actual or perceived heterosexuality, homosexuality, or bisexuality.

Subcontract shall mean an agreement to (i) provide goods and/or services, including construction labor, materials or equipment, to a contractor, if such goods or services are

procured or used in the fulfillment of the contractor's obligations arising from a contract with the city, or (ii) to transfer the right to occupy or use all or a portion of a real property interest subject to a property contract to a subcontractor and pursuant to which the contractor remains obligated under the property contract.

Subcontractor means any person or persons, firm, partnership, corporation or any combination thereof, who enters into a subcontract with a contractor. Such term shall include any person or entity who enters into an agreement with any subcontractor for the performance of ten (10) per cent or more of any subcontract. Every contract and property contract for or on behalf of the city shall incorporate by reference and require the contractor to comply with the provisions of this chapter. In addition, all contractors must incorporate by reference in all subcontracts and require subcontractors to comply with the requirements set forth in this chapter, and failure to do so shall constitute a material breach of contract.

(b) All contracting agencies of the city, or any department thereof, acting for or on behalf of the city, shall include in all contracts and property contracts hereinafter executed or amended in any manner or as to any portion thereof, a provision obligating the contractor not to unlawfully discriminate (as proscribed by federal, state, county, or other local law) on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age above the age of twenty-one (21), sexual orientation, gender identity or expression, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability and such person's association with members of classes protected under this chapter or in retaliation for or opposition to any practices forbidden under this chapter against any employee of, any city employee working with, or applicant for employment with such contractor and shall require such contractor to include a similar provision in all subcontracts executed or amended thereunder.

(c) This policy does not prohibit any agency from operating specific programs based on age, gender, health, disability or other characteristics designed to meet the special needs of targeted populations. However, the programs must be open to all people in those targeted populations.

(Ord. No. 812, § 2, 11-28-00; Ord. No. 928, § 2, 10-23-2007)

**EXHIBIT 6
CONTACT INFORMATION**

For the Company:

Lanier Parking Systems of Florida, LLC
M. Scott Diggs
President - Carolinas & Virginia
Phone: 910-509-0465
Fax: 910-509-0467
P.O. Box 1275
Wrightsville Beach, NC 28480
Email: sdiggs@lanierparking.com

For the City:

Bob Mays
Assistant Finance Director
2020 Wilton Drive
Wilton Manors, FL 33305
Phone 954-390-2143
Fax 954-390-2199
Email bmays@wiltonmanors.com