

**ITEM #31**

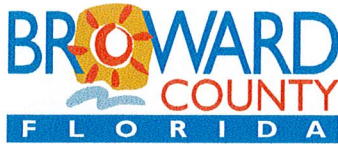
(Exhibit 1 – Revised Pages 35 and 39)

# **ADDITIONAL MATERIAL**

**Regular Meeting  
DECEMBER 1, 2020**

**SUBMITTED AT THE REQUEST OF**

**FINANCE and ADMINISTRATIVE  
SERVICES DEPARTMENT**



Finance and Administrative Services Department  
**PURCHASING DIVISION**

115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-6066 • FAX 954-357-8535

## MEMORANDUM

DATE: November 23, 2020  
TO: Board of County Commissioners  
THRU: George Tablack, Chief Financial Officer

  
Digitally signed by  
ROSE JOHNSON  
Date: 2020.11.25  
13:50:04 -05'00'

FROM: Brenda J. Billingsley, Director  
Purchasing Division  
GLENN  
MARCOS

  
Digitally signed by GLENN MARCOS  
DN: dc=cly, dc=broward, dc=bc,  
ou=Organization, ou=BCC, ou=PU,  
ou=Users, cn=GLENN MARCOS  
Date: 2020.11.23 11:38:17 -05'00'  
on behalf of  
Brenda J. Billingsley

SUBJECT: December 1, 2020 - Commission Meeting – Agenda Item No. 31  
Motion to Approve Agreement between Broward County and SP Plus  
Corporation, RFP No. PNC2116816P1, Parking Management Services for  
Various County Agencies (Group 1)

Attached are revised Pages 35 and 39 of Exhibit 1, Agreement between Broward County and SP Plus Corporation, RFP No. PNC2116816P1, Parking Management Services for Various County Agencies (Group 1). Exhibit A, Scope of Work, Section 13, Annual Report (page 35) was modified as follows (**bolded underlined** added; ~~strike through~~ removed):

**13.7. Failure of the Contractor to file the annual audit report within ninety (90) calendar days after the end of each Fiscal Year shall result in a reduction to the reimbursement for the annual audit report as follows:**

**13.7.1. Up to thirty days late — a reduction of Seven Hundred Fifty Dollars (\$750);**

**13.7.2. Thirty-one to sixty days late — a reduction of One Thousand Eight Hundred Seventy-Five Dollars (\$1,875);**

**13.7.3. Sixty-one to ninety days late — a reduction of Three Thousand Three Hundred Seventy-Five Dollars (\$3,375); and**

**13.7.4. Ninety-one days or later — there will be no reimbursement payable for the annual audit report.**

Board of County Commissioners

December 1, 2020 - Commission Meeting – Agenda Item No. 31 - Motion to Approve Agreement between Broward County and SP Plus Corporation, RFP No. PNC2116816P1, Parking Management Services for Various County Agencies (Group 1)

November 23, 2020

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Exhibit A, Scope of Work, Section 19, Annual Report (page 39) was modified as follows (**added**; ~~striketthrough~~ removed):

19.2.3 All costs associated with the **monitoring** services ~~set forth herein~~ required by this Section 19 including, but not limited to, ~~the cost of any credit or debit card made to cause the receipt to be issued for the purposes set forth herein~~ **cost incurred by the Contractor to do credit or debit card transactions required in Section 19.2.1** as well as Contractor's personnel costs directly related to time spent providing such monitoring services shall be a Reimbursable Expense, as set forth in Section 14 above.

SP Plus Corporation has accepted the modifications.

The Board's consideration of this item is as modified by revised pages 35 and 39 distributed as additional material (#31(1)). The Office of the County Attorney have reviewed and approved the modifications.

Attachments

BJB/cm/lg

c: Bertha Henry, County Administrator  
Monica Cepero, Deputy County Administrator  
Kevin B. Kelleher, Assistant County Administrator  
Steve Hammond, Acting Director, Public Works Department  
Scott Campbell, Director, Facilities Management Division, Public Works Department  
Robert Melton, County Auditor  
Andrew Meyers, County Attorney

documentation. County reserves the right to request copies of the front and back of canceled checks prior to reimbursement.

- 12.6. Contractor must submit a written request for reimbursement within thirty (30) days after Contractor's payment of a reimbursable expense that the Contractor incurred.
- 12.7. On or before the 15<sup>th</sup> day of each month, the Contractor and each Subcontractor shall submit to the Contract Administrator a separate monthly revenue report and monthly expense report for the prior calendar month. Each report shall be certified by an officer of the applicable entity and be on a separate form approved by Contract Administrator for each category of service.

### **13. Annual Report**

- 13.1. Contractor and its Subcontractors shall each provide to County annually an audited financial statement from operations at Parking Facilities for the self-parking services, and the valet parking services.
- 13.2. The special report shall be prepared by an independent certified public accountant in accordance with the provisions of the codification of Statements on Auditing Standards.
- 13.3. The annual report shall be filed with County within ninety (90) days after September 30 during each calendar year during the Initial Term or any Extension Term of this Agreement and shall include the following:
  - 13.4. Schedule of all gross revenues as applicable by category, by month, and by the separate services of employee parking and self-parking.
  - 13.5. Schedule of all operating expenses, including Reimbursable Expenses, by category, by month, and by the separate services of employee parking and self-parking. All Reimbursable Expenses for employee parking and self-parking services shall be designated as such, and all non-Reimbursable Expenses shall be so designated.
- 13.6. Differences, if any, by category between audited revenue and expenses and the sum of the monthly revenue report and monthly expense reports.
- 13.7. Failure of the Contractor to file the annual audit report within ninety (90) calendar days after the end of each Fiscal Year shall result in a reduction to the reimbursement for the annual audit report as follows:
  - 13.7.1. Up to thirty days late — a reduction of Seven Hundred fifty Dollars (\$750);
  - 13.7.2. Thirty-one to sixty days late — a reduction of One Thousand eight Hundred seventy five Dollars (\$1,875);
  - 13.7.3. Sixty-one to ninety days late — a reduction of Three Thousand three hundred seventy five Dollars (\$3,375); and
  - 13.7.4. Ninety-one days or later — there will be no reimbursement payable for the annual audit report.

### **14. Reimbursable Expenses**

- 14.1. The approved operating budget shall include all ordinary direct operating costs and expenses to be incurred by the Contractor in providing the Services including, but not limited to, the following:

- 18.1. All gross revenues derived from the Contractor's performance of Services shall belong to County and shall be held in trust by the Contractor while the funds are in its custody and control.
- 18.2. Should any gross revenues be lost, stolen, or otherwise removed without the authorization of County from the custody and control of the Contractor prior to their deposit in the bank account designated by County, the Contractor shall be responsible, for and shall deposit in said account a like sum of monies within forty-eight (48) hours of such loss, theft, or removal.
- 18.3. Should said loss, theft, or removal be insured or otherwise secured by Contractor, payments made to County on account thereof shall, if appropriate, be reimbursed to the Contractor.

## **19. Revenue Collection and Control**

- 19.1. The Contractor further agrees that its employees, agents, and Subcontractors will follow PCI-DSS Best Practices, as applicable.
- 19.2. Contractor shall monitor receipts issued by the pay stations located at the Parking Facilities, for compliance with the Fair and Accurate Credit Transactions Act (FACTA) of 2003, Section 1681c(g)(1).
  - 19.2.1. Contractor shall check, on a daily basis, one (1) credit or debit card receipt issued by each of the pay stations at the Parking Facilities to determine if the card numbers and expiration dates of the cards used are properly truncated in accordance with the requirements of FACTA.
  - 19.2.2. If a receipt does not comply with FACTA, Contractor shall (i) close the affected pay station; (ii) promptly report the non-compliant receipt to the Contract Administrator and County's equipment and software vendor by telephone, followed by written notice by email within two (2) hours after the telephone notice; and (iii) re-open the affected pay station only after County and/or its equipment and software vendor produce a compliant receipt from the affected pay station verifying that the issue has been corrected.
  - 19.2.3 All costs associated with the monitoring services required by this Section 19 including, but not limited to, the cost incurred by the Contractor to do credit or debit card transactions required in Section 19.2.1 as well as Contractor's personnel costs directly related to time spent providing such monitoring services shall be a Reimbursable Expense, as set forth in Section 14 above.
- 19.3. Contractor shall assume all financial responsibility for loss of funds or non-collected funds, except that Contractor shall not be responsible for non-collected funds if, at the sole but reasonable discretion of the Contract Administrator, Contractor shows that diligently it attempted to collect such funds in a manner satisfactory to the Contract