

AGREEMENT FOR PARKING ENFORCEMENT SOFTWARE AND EQUIPMENT
(Utilizing IPS Group, Inc. Parking Services & Solutions – Contract Number: 05-81)

THIS AGREEMENT FOR PARKING ENFORCEMENT SOFTWARE AND EQUIPMENT (“Agreement”) is made as of _____, by and between the **CITY OF LAKE WORTH BEACH**, 7 N. Dixie Highway, Lake Worth Beach, FL 33460, a Florida municipal corporation organized and existing under the laws of the State of Florida, (“CITY”), and **IPS Group, Inc.** a California Corporation authorized to do business in the State of Florida, whose address is 7737 Kenarmar CT, San Diego, CA 92121 (“CONTRACTOR”).

RECITALS

WHEREAS, the CITY’s Leisure Service department is in need of Parking Enforcement Software and Equipment; and

WHEREAS, on December 1, 2022 the National Cooperative Purchasing Alliance (NCPA) awarded a contract for Parking Enforcement Software and Equipment under RFP # 42-22 to the CONTRACTOR (“NCPA Contract”); for a period of three (3) years with option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC; and

WHEREAS, the NCPA Agreement authorizes the CONTRACTOR to extend the terms and conditions of the NCPA Agreement to other government entities at the discretion of the CONTRACTOR; and

WHEREAS, the City and the Contractor wish to enter into a new agreement with the Contractor under the same terms and conditions as the NCPA Agreement.

WHEREAS, the CITY has requested and the CONTRACTOR along with the National Cooperative Purchasing Alliance has agreed to extend the terms and conditions of the NCPA Contract to the CITY for Parking Enforcement Software and Equipment; and,

WHEREAS, the CITY has reviewed the unit prices from the NCPA Contract and determined that the NCPA Contract unit prices are competitive and will result in the best value to the CITY.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. The NCPA Contract. The terms and conditions of the NCPA Contract are adopted by reference and established in this Agreement as if set forth at length herein. Accordingly, the CITY shall have all rights and responsibilities as a participating entity under the NCPA Contract. All required insurance policies of the CONTRACTOR under the NCPA Contract are required under this Agreement and will list the CITY as an additional insured.

3. Term. The term of this Agreement shall be consistent with the term of the NCPA Contract, which is valid until November 30, 2025 (unless earlier terminated by the CITY or CONTRACTOR as stated herein). If the NCPA Contract is extended beyond December 31, 2025, the CITY and CONTRACTOR may extend the term of this Agreement commensurate with that of the NCPA Contract extension by written amendment.

4. Conflict of Terms and Conditions. Conflicts between documents that make up this Agreement shall be resolved in the following order of precedence:

- a. Any amendments to this Agreement;
- b. This Agreement; and,
- b. The NCPA Contract.

5. Compensation to CONTRACTOR. CONTRACTOR shall submit invoices to the CITY for review and approval by the CITY's representative, indicating that all goods and services have been provided and rendered in conformity with this Agreement and then will be sent to the Finance Department for payment. The invoices will reflect the rates to be charged under the NCPA Contract, which are attached as **Exhibit "A"** to this Agreement for ease of reference. Invoices will normally be paid within thirty (30) days following the CITY representative's approval. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the CITY. This certifies that all services have been properly performed and all charges have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONTRACTOR. The CITY will not be liable for any invoice from the CONTRACTOR submitted thirty (30) days after the provision of all services.

6. Miscellaneous Provisions.

- A. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
- B. Except for any obligation of the CONTRACTOR to indemnify the CITY, if any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, each party shall be liable and responsible for their own attorney's fees incurred in that enforcement action, dispute, breach, default or misrepresentation. FURTHER, TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.
- C. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other

than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

- D. All notices required in this Agreement shall be sent by certified mail, return receipt requested or by nationally recognized overnight courier, and sent to the addresses appearing on the first page of this Agreement. Notices to the CITY shall be to the attention of the City Manager.
- E. The CITY and the CONTRACTOR agree that this Agreement (including the terms and conditions of NCPA Contract) sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.
- F. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement. This Agreement may be executed electronically.
- G. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- H. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- I. In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- J. PUBLIC RECORDS. The CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the CITY as provided under section 119.011(2), Florida Statutes, specifically agrees to:
 - 1. Keep and maintain public records required by the CITY to perform the service.
 - 2. Upon request from the CITY's custodian of public records or designee, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the CITY.
4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records or designee, in a format that is compatible with the information technology systems of the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 586-1660, CITYCLERK@LAKEWORTHBEACHFL.GOV, OR BY MAIL AT CITY OF LAKE WORTH BEACH, ATTN: City Clerk, 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FLORIDA 33460.

K. SCRUTINIZED COMPANIES.

1. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.
2. If this Agreement is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Contractor, or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

3. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
4. The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.
5. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the City of the same.
6. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

L. E-VERIFY.

Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
3. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
6. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, CONTRACTOR may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

M. DATA PROTECTION.

The Contractor acknowledges that under this Agreement the City is authorizing the Contractor to access and/or receive certain City systems and/or networks which may contain data that is personal, private, and/or confidential ("City Data") in order to perform the services required in this Agreement. In order to ensure that the City Data is protected, the Contractor agrees on behalf of itself, its employees and agents, who may have access to the City Data and/or receive the City Data, that the City Data will not be stored, copied, analyzed, monitored, or otherwise used except for the sole purposes of performing the services required under this Agreement. Contractor agrees that it will and all of its employees and agents will fully comply with all applicable laws, regulations, and government orders relating to the City Data, including without limitation all personally identifiable information ("PII") and data privacy with respect to any such City Data. The Contractor will protect all City Data, including but not limited to PII, and

will not use, disclose, or transfer such City Data except as necessary to perform the services under this Agreement or as specifically authorized by applicable law. To the extent that Contractor receives or has access to any City Data with PII related to or arising from the performance of this Agreement, the Contractor will protect the privacy and legal rights of City's personnel, clients, customers, and agents.

N. INFORMATION SECURITY BREACH NOTIFICATION. The Contractor agrees to notify the City within two (2) business days in writing of any discovery by Contractor of any breach or suspected breach of the provisions of this Agreement with regards to City Data or any loss or unauthorized use, disclosure, acquisition of, or access to any City Data which Contractor becomes aware of (any such breach or suspected breach being referred to herein as a "Data Breach"). Such notice shall summarize in reasonable detail the effect and potential effect on the City and any of its personnel, clients, customers, and agents, if known, of the Data Breach, and the corrective action taken or to be taken by the Contractor to safeguard the City Data and to prevent any further Data Breaches. Contractor shall promptly take all appropriate and legally required corrective actions, and shall cooperate fully with City in all reasonable and lawful efforts to prevent, mitigate, or rectify such Data Breach. The Contractor agrees to be fully responsible for and liable for any costs, expenses (including reasonable attorney's fees), and penalties assessed against the City due to any Data Breach involving City Data that is maintained by or under the control of VENDOR unless the VENDOR can demonstrate that it was not responsible for such Data Breach.

***REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS***

IN WITNESS WHEREOF, the CITY and CONTRACTOR hereto have made and executed this Agreement for Integrated Parking Management System as of the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

CONTRACTOR: **IPS GROUP, INC.**

By: Brian Webber

[Corporate Seal]

Print Name: BRIAN WEBBER

Title: GENERAL COUNSEL

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this ____ day of _____ 2023, by _____, as the _____ [title] of **IPS Group, Inc.**, a Corporation, which is authorized to do business in the State of Florida, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

[SEAL]

See Attached

NOTARY PUBLIC

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of San Diego }
On 10.6.2023 before me, Mary Hill, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Brian Webber
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Mary Hill
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____



NCPA
PARKING ENFORCMENT SOFTWARE AND EQUIPMENT
SOLICITATION NUMBER 42.22
DUE NOVEMBER 17, 2022 @ 2:00 PM CT

Handheld Enforcement Devices

Lease Option:	MSRP	NCPA
1-piece XF-1 Mobile Enforcement Device with built in Printer OR 2-piece Samsung Mobile Enforcement Smart Device with 3" Bluetooth Printer	x	x
Mobile Enforcement Software	x	x
Remote Management Suite	x	x
Comprehensive Phone Support	x	x
General Maintenance	x	x
Installation and Training	x	x
Warranty	36 months	36 months
LEASE PRICING (Per Device/Month)	\$295.00	\$260.00

Purchase Option: 1-Piece Enforcement Device	MSRP	NCPA
XF-1 Mobile Enforcement Device	\$3,950.00	\$3,500.00
Charging Cradle	\$225.00	\$199.00
Spare Battery	\$137.50	\$125.00
Carrying Case	\$55.00	\$50.00
5-Year Warranty (Optional)	\$575.00	\$525.00
Purchase Option: 2-Piece Enforcement Device	MSRP	NCPA
Agency can supply their own iOS or Android smart device	N/A	N/A
Samsung Note 8 with ruggedized case, charger, and cradle	\$1,095.00	\$995.00
iOS iPhone 10 with ruggedized case and charger, and cradle	\$1,650.00	\$1,495.00
3inch Bluetooth Printer (Seiko or Zebra)	\$1,100.00	\$995.00



Enforcement Management System

Initial Setup	Units	MSRP	NCPA
One Time Setup & Configuration	Per Unit	\$5,500 - \$11,000	\$5,000 - \$10,000
Data Conversion from Existing Citation System	One Time	\$3,850.00	\$3,500.00
Third Party Integration Setup (One-Time)	Per Integration	\$2,200.00	\$2,000.00
Citation Paper Template Setup (One-Time)	Per Template	\$85.00	\$75.00
Mobile Citation Paper (per roll) QTY 100	Per Roll	\$15.50	\$13.95
Mobile Citation Paper (per roll) QTY 200	Per Roll	\$10.95	\$9.95
Mobile Citation Paper (per roll) QTY 500	Per Roll	\$8.75	\$7.95
Estimated Travel Expenses for Installation	Per Trip	\$2,200.00	\$2,000.00
On-site training and installation	Per Day	\$675.00	\$600.00
Customization Outside the Original Scope of Work	Per Hour	\$225.00	\$200.00



Enforcement Back Office and Processing Services

Ongoing Services	Units	MSRP	NCPA
Enforcement Management System Monthly Software Fee	Per Month	\$2,150 per month or \$1.75 per ticket, whichever is higher	\$1,950.00 per month or \$1.50 per ticket, whichever is higher
Handheld Enforcement Device Cellular Data Plan <i>*Agency only pays if they use IPS data plan</i>	Per Unit/Per Month	\$60.00	\$55.00
Handheld Device License & Support	Per Unit/Per Month	\$60.00	\$55.00
Monthly Third-Party Integration Maintenance & Support	Per Integration/Per Month	\$85.00	\$75.00
Registered Owner Information Acquisition (Plus any state applied fees)	Per Unit	\$1.10	\$1.00
Delinquent Notice Processing & Mailing (Postage Included)	Per Notice	\$1.10	\$1.00
Advanced Delinquent Collections (Anything over 90 days delinquent)	Total Collected	40%	35%
Secure Gateway Fee: Online, Over the Counter, and IVR Credit Card Payments <i>*Can be charged to the public - assumes the use of the client merchant account.</i>	Per Transaction	\$3.95 Per Transaction	\$3.50 Per Transaction
Optional: IPS Hosted Merchant Account: Interchange Plus Fees <i>*Can be charged to the public</i>	Per Transaction	3.5%	3.25%
Customization Outside original scope of work	Per Hour	\$225.00	\$200.00



Permit Management System

Permits	Units	MSRP	NCPA
One Time Setup & Configuration	Per Unit	\$8,000-\$11,000	\$7,500-\$10,000
Physical Permit (QUOTED based on Agency's specs)	Per Unit	TBD	TBD
Per Permit	Per Unit	\$2.25	\$2.00
Letter Mailing (Includes postage)	Per Letter	\$1.50	\$1.25
Permit Fulfillment	Per Unit	\$2.25	\$2.00
Secure Gateway Fee: Online Credit Card Payments <i>*Can be charged to the public - assumes the use of the client merchant account.</i>	Per Transaction	\$3.95 per Transaction	\$3.50 Per Transaction
Optional: IPS Hosted Merchant Account: Interchange Plus Fees <i>*Can be charged to the public</i>	Per Transaction	3.5%	3.25%
Any Customizations Out of Original Scope of Work	Per Hour	\$225.00	\$200.00

IVR/Lock-box System Fee Schedule

IVR/ Lockbox Services	Units	MSRP	NCPA Price
IVR Solution	Per Month	\$275.00	\$250.00
IVR Recorded and Stored Calls	Per Call	\$0.55	\$0.50
IVR Transcription	Per Call	\$1.10	\$1.00
Lock Box Set-up	One-Time	\$825.00	\$750.00
Lock box Operations	Per Month	\$160.00	\$145.00
Lock Box Mail-in Payment	Per Unit	\$1.10	\$1.00
Secure Gateway Fee: Online, Over the Counter, and IVR Credit Card Payments <i>*Can be charged to the public - assumes the use of the client merchant account.</i>	Per Transaction	\$3.95 Per Transaction	\$3.50 Per Transaction
Optional: IPS Hosted Merchant Account: Interchange Plus Fees <i>*Can be charged to the public</i>	Per Transaction	3.5%	3.25%
Any Customizations Out of Original Scope of Work	Per Hour	\$225.00	\$200.00



24- Hour Call Center

24 Call Center Services	Units	MSRP	NCPA Price
Cost Per Minute	Per Minute	\$1.10	\$1.00

Mobile License Plate Recognition

Items	Units	MSRP	NCPA Price
2-Camera Mobile LPR System, Includes: <ul style="list-style-type: none"> • (2) Mobile LPR Cameras w/Cables • (2) Camera Mounting Brackets • (1) In-Vehicle Processor • (1) Touch Screen Tablet • (1) Tablet Mount & Docking Station • (2) Camera License Keys • System Start-up & Commissioning • Extended Warranty 	Per System	\$45,500.00	\$39,995.00
Camera License Key (Year 1 Included in System Package Above)	Per Camera/Per Year	\$625.00	\$550.00
Parking Toolkit	Per System/Per Year	\$1,250.00	\$1,050.00
Third Party Integration	Per Client/Per Year	\$1,250.00	\$1,050.00
On-Site Installation & Travel	Per System	TBQ	TBQ
Shipping	Per System	TBQ	TBQ

NOTE: Pricing does not include any applicable state or local taxes that are required to be paid by the City currently or in the future. This pricing is FOB, IPS Group, San Diego, CA. Sales taxes and shipping charges will be added to the final invoice. IPS shall have the right to adjust Agreement pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items: Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average and will not exceed 3% compounded annually.