

RESOLUTION NO: 32-09-16

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A SOFTWARE LICENSE AND SERVICE AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND PASSPORTPARKING, INC (PASSPORT), FOR SERVICES AND SOFTWARE NECESSARY FOR PASSPORT TO OPERATE A MOBILE PAYMENT FOR PARKING PROGRAM WHICH ALLOWS CUSTOMERS AT LAKE PARK HARBOR MARINA THE ABILITY TO PAY FOR BOAT LAUNCH AND OVERNIGHT PARKING USING A SMARTPHONE APPLICATION OR MOBILE WEB APPLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Town of Lake Park (“Town”) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town Commission of the Town of Lake Park reviewed and approved the Lake Park Harbor Marina Market Study and Business Plan in January 2016; and

WHEREAS, the Lake Park Harbor Marina Market Study and Business Plan was intended to review market conditions and local competitors to determine strategic initiatives to improve the financial performance of the Marina; and

WHEREAS, the Lake Park Harbor Marina Market Study identified other municipal marinas in our area using a mobile smartphone application to accept payment; and

WHEREAS, the benefits of using a mobile smartphone application to accept payments include; a reduction in expenses, better financial controls and therefor higher profitability for this Enterprise Fund; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA:

Section 1: To enter into a Software License and Service Agreement with PassportParking, Inc.

Section 2: The Mayor is hereby authorized and directed to execute the Software License and Service Agreement between the Town of Lake Park and PassportParking, Inc.

Section 3: This Resolution shall take effect upon its adoption.

The foregoing Resolution was offered by Commissioner O'Rourke who moved its adoption. The motion was seconded by Commissioner Flaherty and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR JAMES DUBOIS	<u>✓</u>	<u> </u>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>Absent</u>	<u> </u>
COMMISSIONER ERIN FLAHERTY	<u>✓</u>	<u> </u>
COMMISSIONER ANNE LYNCH	<u>✓</u>	<u> </u>
COMMISSIONER MICHAEL O'ROURKE	<u>✓</u>	<u> </u>

The Town Commission thereupon declared the foregoing Resolution NO. 32-09-16 duly passed and adopted this 7 day of September, 2016.

TOWN OF LAKE PARK, FLORIDA

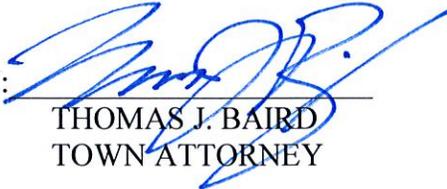
BY: 
JAMES DUBOIS
MAYOR

ATTEST:



VIVIAN MENDEZ
TOWN CLERK
TOWN OF LAKE PARK
SEAL
(TOWN SEAL)
FLORIDA

Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY

SOFTWARE LICENSE AND SERVICE AGREEMENT

THIS SOFTWARE LICENSE AND SERVICES AGREEMENT (Agreement) is made this 7 day of September, 2016, by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida 33403 ("Town") and PassportParking, Inc., 1300 South Mint Street, Suite 200, Charlotte, NC 28203, ("Passport").

WITNESSETH THAT:

WHEREAS, the Town is a municipality and given those powers and responsibilities enumerated by Chapter 166, Florida Statutes and the Florida Constitution; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons to provide services.

NOW THEREFORE, the Town and Passport in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. SCOPE OF SERVICES:

Passport will provide services (the "Services") and license all software, including all web and mobile applications and related documentation, (the "Software") necessary for the Town to operate a mobile payment for parking program ("MPP") which allows all parking customers in any parking facilities owned or managed by Town (the "Premises") the ability to pay for parking using a smartphone application or mobile web application. The Services shall also include:

(a) Installation:

Town will be solely responsible for installing all signs and decals in the Premises. This obligation includes the responsibility to provide all hardware necessary to affix and display signs and decals, including without limitation, all hooks, poles, posts, brackets, screws, bolts, and nuts.

(b) Marketing Services:

Passport will provide the marketing services described below for the fees listed therein.

2. MERCHANT VALIDATION PROGRAM

Passport shall provide the option for local merchants to validate parking in the Premises. Each merchant that wishes to issue validation codes to parking customers in the premises shall create a prepaid account out of which validation payments will be made. Passport shall be the merchant of record for these accounts, and any parking fees (excluding Passport per transaction fees) shall be paid through validation by local merchants whereupon Passport shall transfer the payments to Town in the form of bill credits each month.

3. COMPENSATION (FEES):

Per Transaction MPP Service and License Fee	\$0.25
Maximum Convenience Fee Passed through to Parking Customers	\$0.35
Monthly Minimum CMP and MPP Fees:	N/A

Monthly Minimum:

If the total per transaction fees paid to Passport as a result of Town's use of the MPP and CMP during any month are less than the monthly minimum fees, then the Town shall pay the difference between the amount actually collected ("Paid") and the monthly minimum MPP and CMP fee ("Minimum") as follows:

Additional amount Payable to Passport = Minimum – Paid

Merchant Processing Fees:

Town shall be responsible for paying all merchant, processing costs, including, without limitation, settlement fees, payment Gateway fees, chargeback fees, and interchange reimbursement fees.

Merchant of Record for Transactions	Passport	✓Town
Merchant Processing Rater Per Transaction	N/A	
Payment Gateway Town	Passport	✓Other
Passport Gateway Fee Per Transaction	N/A	

Ancillary Fees:

- a) Zone setup fees of three dollars (\$3.00) per space have been *WAIVED*
- b) Initial Signage and Sticker fees have been waived up to unit prices of twenty dollars (\$20.00) per sign and three dollars (\$3.00) per decal.
- c) Town will pay a ten dollar (\$10.00) administrative fee over sign and shipping costs per sign for any replacement signs purchased through Passport.
- d) Town will pay a one dollar (\$1.99) administrative fee over decal and shipping costs per decal for any replacement decals purchased through Passport.
- e) Passport will provide a design file to allow Town to print replacement signs and decals.
- f) Town will reimburse Passport for any and all reasonable travel, lodging, and foo expenses incurred by Passport employees while traveling at Town's request.
- g) Town will pay a custom design fee of one thousand five hundred dollars (\$1,500) for changes to the design of Passport's signs and decals.

Marketing Fees:

- **Custom Website**
 - Splash Page Free
 - *Or verbiage on existing page*
 - 2-5 Pages \$2,000
 - 5-10 Pages \$5,000
 - 10+ Pages TBD

- **Signage and Decals**
 - Logo Addition on Standard Free (must provide hi-res logo file)
 - Custom design/colors \$1,500

For quantities, see "Equipment Provided by Passport" section.

- **Promotional Materials**

Handouts, coasters, validation cards, direct mail

- Passport w/logo addition Free
 - Custom color / design \$1,500
 - Orders over 4 pieces per space cost (including shipping)
 - Specialty items Quote upon request
 - *Shirts, hats, etc.*
-
- **Print Ads**

For Town's use in local newspapers and magazine

 - Passport Ad Library Free
 - Customized \$1,000
-
- **Digital Ads**

For Town's use in local newspapers and magazine

 - Passport Ad Library Free
 - Customized \$2,000
-
- **Media Relations**
 - Launch Press Release (local) Free
 - Milestone Press Releases Free
 - Extended PR (national) \$300

4. STANDARDS AND CONDITIONS

Service Levels:

Passport shall provide hosting for the software in accordance with all local laws and regulations. Passport's sole and exclusive obligation in the event of an error or interruption of the software is to use its best efforts to restore or repair the software as quickly as practicable.

System Uptime:

Passport shall provide the Software with uptime of at least ninety-nine percent (99%) calculated over a rolling six-month period ("Uptime Guarantee"). For any month during which system uptime drops below the Uptime Guarantee, Passport will provide a billing credit in an amount equal to: The percentage difference between A) the lowest Uptime reached at any point during the month (calculated on a rolling six month period and B) the Uptime Guarantee multiplied by the total fees payable to Passport for such month. The Software Uptime fell as low as ninety-five percent (95%) and during that month, the fees payable to Passport were One Hundred Dollars (\$100), Passport would issue a billing credit of Four Dollars (4.00). For the purposes of this Agreement, Uptime is defined as any period of time during which end users of the Software can use the Software to pay for parking pay for mobile tickets, or issue parking citations, as applicable.

Data Ownership:

Passport hereby acquired a Perpetual License, subject to revocation by end users, to store, display, transmit and use all data provided by parking customers and all data stored, created, or transmitted by Passport as a result of any end user's use of any component of the Software, strictly in accordance with Passport's privacy policy, which Passport will provide upon Town's request and which Passport reserves the right to update or modify from time to time. Passport hereby acquires a non-revocable perpetual License to store and use any data created as a result of the Town's use of the Software for its internal business purposes. Upon the expiration or termination of this Agreement, Passport will provide a copy of all data associated with end uses and their associated transactions in the Premises to Town in a mutually agreed machine-readable format within 30 days after receipt of a written request for such data from Town.

5. INTELLECTUAL PROPERTY

(a) Town hereby acquires a revocable, non-exclusive, non-assignable, non-transferrable, and non-subleaseable right and License to use and access the software for its internal business purposes. All Intellectual property rights Including, without limitation, trade names, source code, trademarks, copyrights, patents, and Trade secrets, not explicitly granted to Town in In this Agreement are reserved to Passport.

b) Town will not, directly, Indirectly, alone, Or with another party, (i) Copy, disassemble, reverse Engineer, or decompile the Software or any subpart Thereof; (ii) modify, create Derivative works based upon, Or translate the software or Source code; (iii) transfer or Otherwise grant any rights In the software or source Code in any form to any Other party; (iv) attempt to do any of the foregoing or cause or permit any third Party to do or attempt to do Any of the foregoing, except as expressly permitted hereunder.

6. PAYMENT GATEWAY

Town must supply a payment gateway for the payment of all fees by end users, and Town will bear all costs associated with providing such payment gateway, including all per transaction costs. Passport can provide such gateway services to town. Exhibit A contains a list of payment gateways supported by Passport. For all other payment gateways, Passport will charge a \$250.00 per development hour necessary¹ to perform necessary integrations.

7. REFUNDS AND DISCOUNTS

Passport agrees to forego or return, as applicable, its per transaction fees or an refund granted by Town. Town will be Responsible for reimbursing Passport for all merchant processing fees, including without limitation payment gateway fees, settlement fees, and Interchange reimbursement fees, if any, Incurred by Passport for all transactions, including refunded transactions.

8. INVOICING

Passport will send monthly invoices to Town by the tenth day of each month for all fees payable to Passport that accrued during the preceding month. If Town fails to remit payment according to such invoices within 30 days after the date on the invoice, Passport will have the right to suspend Town's access to the software.

9. SCHEDULED MAINTENANCE

If Passport plans to perform any scheduled maintenance during business hours, Passport will provide notice to Town at least 24 hours in advance of the commencement of such scheduled maintenance. for the purpose of this section, "business hours" means Monday through Friday between 9 am eastern time and 5 pm eastern time.

10. PRODUCT UPDATES

Any system-wide improvements or modifications made by Passport to the software platform will be promptly provided to Town and will automatically be subject to the terms of this agreement. The Town may request new features or functionality to be built into the system and, to the extent that Passport plans to incorporate such requested new features or functionality into the software, Passport shall develop such features and functionality at no cost to the Town. If the Town desires to expedite such development, Passport may, at its sole discretion, charge Town an expedite fee of \$200 per development hour necessary to develop the requested features or functionality. If the Town's requested features or functionality are created for the Town's use and not incorporated into the software, Passport may, at its sole discretion charge Town a custom development fee of \$250 per hour for the development of such features or functionality and a monthly maintenance fee that shall be mutually agreed between the parties and reduced to a written addendum to this Agreement.

11. PIGGYBACK PROCUREMENTS

Town agrees that any public agency located in the United States may purchase, and Passport agrees that it shall offer for purchase, to those public agencies, a substantially similar mobile pay program at the same price and under the same conditions agreed upon in this Agreement without any further competitive bidding, to the extent permitted by law. In such circumstances, each public agency shall execute its own contract with Passport.

12. CAPACITY

Town represents and warrants that it has obtained or will obtain all licenses and authorizations necessary to license the software. Town further represents and warrants that the signer of this document has the authority to bind Town to the terms herein.

13. CONFIDENTIALITY

Town and Passport agree to treat all information furnished, or to be furnished, by or on behalf of the other party and information analyses, summaries and other work product derived from such information (collectively, the "information") in accordance with the provisions of this section and to take, or abstain from taking, all actions set forth herein. The information shall be used solely in connection with the consummation of this Agreement between Passport and Town and Town use and operation of the Software, and will be kept confidential, **to the extent permitted by Chapter 119, F.S., the Florida Public Records Act (the Act)** by the Town and Passport and each party's officers, directors, employees, representatives, agents and advisors; provided however that

(a) Any of such information may be disclosed to officers, directors, employees, representatives, agents and advisors who need to know such information to execute this agreement and/or effectively use the software (so long as such persons only use or disclose such information in the manner permitted in this section), and

(b) Such information may be disclosed to the extent required by **the Act**, and

(c) Upon the request of Town or Passport, the other party will destroy or return to Passport all material containing or reflecting the information, to the extent permitted by **the Act**.

14. FORCE MAJEURE

Neither Passport nor Town shall be held liable for any delay or omission in performance of their duties under this Agreement caused by causes beyond their reasonable control, including without limitation, acts of god, acts of the public enemy, fires, natural disasters, wars, or riots.

15. DISCLAIMER

The software is provided to Town by Passport "as is" and with all faults. Town acknowledges and agrees that Passport bears no liability for any error, omission, defect, deficiency, or nonconformity within the software except as explicitly provided in this agreement. Other than as specifically set forth herein, neither of the parties makes any representations, warranties, or Guarantees, express or implied, directly or indirectly, including, without limitation, any warranty of condition, merchantability, or fitness for a particular purpose or use, with respect to, arising out of, or in connection with the software and related services to be performed pursuant to this agreement.

16. LIMITATION OF LIABILITY

In no event shall Passport be liable to Town for any lost profits, lost savings, or incidental, indirect, special, or consequential damages arising out of Town use or inability to use the product or the breach of this Agreement, even if Passport has been advised of the possibility of such damages.

17. INDEMNIFICATION:

Passport shall indemnify, defend, and save harmless the Town, its elected and appointed officials, agents, and employees, from any and all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the Town, its elected and appointed officials, agents, or employees may be subjected by reason of personal injury, bodily injury including death, or property damage, resulting from or growing out of any intentional, negligent, reckless, or careless act of commission, omission, or consequential damage directly or indirectly connected with Passport, its subcontractors, its agents, or employees, and committed in connection with Passport's performance of any services performed hereunder. By execution of this Agreement, the Town does not intend to, and has not waived any of its rights of sovereign immunity pursuant to Section 768.28, F.S.

18. INSURANCE

Passport shall obtain the insurance as set forth below and submit the declaration page for same to the Town to demonstrate the retention of these policies.

- a. **WORKERS' COMPENSATION INSURANCE** for all employees of Passport for Statutory Limits in compliance with the applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of Passport and all subcontractors. **EMPLOYERS LIABILITY** limits are required to be not less than \$1,000,000.00 EACH ACCIDENT; \$1,000,000.00 DISEASE-POLICY LIMIT; AND \$1,000,000.00 DISEASE-EACH EMPLOYEE.
- b. **COMPREHENSIVE GENERAL LIABILITY** with the minimum limits of \$1 million, Per Occurrence, Premises and Operations, Independent contractors, Products and Completed Operations, Personal and Advertising Injury, and including evidence of coverage limits for Abuse and Molestation of no less

than \$1 million. \$2 million aggregate.

19. INDEPENDENT CONTRACTOR

Passport is an independent Contractor and not an agent or employee of Town. No agency, partnership, franchise, joint venture, or employment relationship exists between Passport and Town. Passport's employees or agents will not be employees or agents of Town. Passport shall be fully and solely responsible for the supervision, control, performance, compensation, benefits (including without limitation all forms of insurance) withholdings, health and safety of all of its employees and agents. Town will not be responsible or liable for any withholding taxes or contributions to state worker's compensation, unemployment or other funds or programs.

20. TERMINATION

Either Party may terminate this Agreement for convenience by providing 60 days advance written notice of its intentions to do so to the non-terminating Party.

21. NOTICES

All notices between the parties shall be in writing and mailed or hand delivered to the parties at the following addresses:

TO THE TOWN:

Town of Lake Park
Attn: Town Manager
535 Park Avenue
Lake Park, FL 33408

TO PASSPORT:

Mr. Ben Winokur
1300 S. Mint Street
Suite 200
Charlotte, NC 28203
BEN.WINOKUR@GOPASSPORT.COM

22. GOVERNING LAW/VENUE.

This Agreement shall be governed by the laws of the State of Florida. Venue for any cause of action arising out of this Agreement shall lie in the 15th Judicial District in and for Palm Beach County, Florida, or the United States District Court, Southern District of Florida, West Palm Beach, Florida.

23. ATTORNEY FEES

If either party is required to initiate a legal action, including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

24. SEVERABILITY

Whenever possible, each provisions of this Agreement shall be interpreted and

construed to be valid under applicable law, the violating provision will be ineffective only to the extent that it violates the law, without invalidating the remainder of the section containing the violating provision or any other provisions or sections of this Agreement.

25. ASSIGNMENT

This Agreement and all of its provisions will be binding upon and inure to the benefit of the Parties and their respective successors and assignees. Neither Passport nor Town may assign any rights, interests or obligations hereunder without prior written consent of the other party, provided however, that Passport may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business entity in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its Assignor under this Agreement. Any purported assignment in violation of this section shall be void and of no effect.

26. ENTIRE AGREEMENT.

This Agreement embodies the entire Agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter. This Agreement may only be modified by written amendment executed by the parties hereto.

27. CUSTOM DESIGN REVISION FEES

FOR ANY CUSTOM DESIGN OR CONTENT ALTERATION SERVICES REQUESTED BY PROVIDER, INCLUDING WITHOUT LIMITATION, CUSTOMIZED SIGNAGE, CUSTOMIZED DECALS, CUSTOMIZED LOGOS, CUSTOMIZED WEBSITE CONTENT, CUSTOMIZED NOTIFICATION LETTER LANGUAGE, CUSTOMIZED PARKING CITATION LANGUAGE, OR ANY CUSTOM DESIGN WITHIN THE SOFTWARE PLATFORM, PASSPORT WILL PROVIDE A PROOF OF CONCEPT DESIGN. FOR NO ADDITIONAL FEE, PASSPORT WILL ALSO PROVIDE ONE REVISED VERSION OF THAT INITIAL PROOF OF CONCEPT BASED ON PROVIDER'S INPUT. PROVIDER WILL PAY A ONE THOUSAND DOLLAR (\$1,000.00) FEE PER PROOF OF CONCEPT REVISION FOR EACH REQUESTED REVISION THEREAFTER. AFTER PROVIDER'S ACCEPTANCE OF THE PROOF OF CONCEPT, PASSPORT WILL CREATE A FINAL DESIGN DRAFT. FOR NO ADDITIONAL FEE, PASSPORT WILL ALSO PROVIDE ONE REVISED VERSION OF THAT FINAL DESIGN DRAFT BASED ON PROVIDER'S INPUT. PROVIDER WILL PAY A ONE THOUSAND DOLLAR (\$1,000.00) FEE PER FINAL DESIGN REVISION THEREAFTER. THE FEES IN THIS SECTION WILL NOT NEGATE THE APPLICABILITY OF ANY OTHER FEE PAYABLE FOR CUSTOM DESIGN SERVICES, INCLUDING ANY PRIVATE LABEL FEES, CUSTOM DEVELOPMENT FEES, OR CUSTOM SIGNAGE FEES.

28. WALLET SERVICES

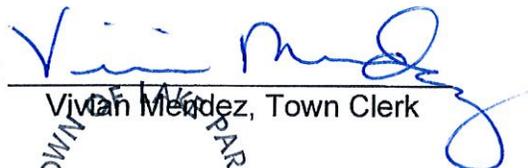
PROVIDER MAY ELECT TO PROVIDE PARKING CUSTOMERS WITH A VIRTUAL WALLET (A "WALLET PROGRAM"). WITH A WALLET PROGRAM, PARKING CUSTOMERS WOULD BE REQUIRED TO PREPAY FUNDS INTO A WALLET ACCOUNT FOR THE PAYMENT OF FUTURE PARKING FEES AND/OR TRANSIT TICKET FARES.

29. PUBLIC RELATIONS COOPERATION

THE PARTIES HEREBY AGREE THAT EACH PARTY WILL HAVE THE RIGHT TO DISCUSS AND DISPLAY QUALITATIVE INFORMATION REGARDING THE PARTIES' RELATIONSHIP. THE PARTIES FURTHER AGREE THAT PRIOR TO ANY DISCLOSURE OF ANY QUANTITATIVE INFORMATION REGARDING THE PARTIES' RELATIONSHIP, THE UTILIZATION OF THE SOFTWARE, OR ANY OTHER ELEMENT OF THE PARTIES' RELATIONSHIP, THE DISCLOSING PARTY MUST OBTAIN THE WRITTEN PERMISSION OF THE NON-DISCLOSING PARTY.

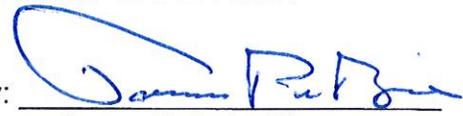
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year last executed below

ATTEST:

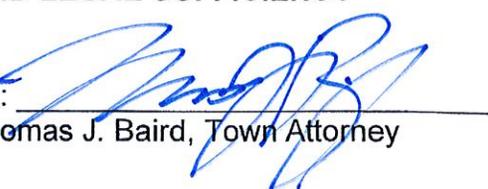
By: 
Vivian Mendez, Town Clerk



TOWN OF LAKE PARK

By: 
James Dubois, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: 
Thomas J. Baird, Town Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 8 day of September 2016 by James Dubois, as Mayor of the Town of Lake Park, and who is personally know to me.



Shaquita Edwards
Notary Public, State of Florida

WITNESSES:

PASSPORTPARKING, INC.

By: _____

By: [Signature]

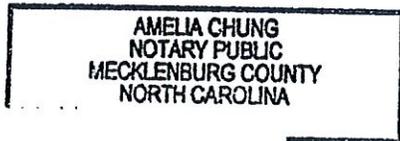
Printed Name

Printed Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 20 day of July 2016 by Khristian Gutierrez, who is personally know to me or has produced driver's license as identification.

(NOTARY SEAL)



Amelia Chung Amelia Chung
Notary Public, State of ~~Florida~~ North Carolina
County: Mecklenburg

EXHIBIT A

SUPPORTED PAYMENT GATEWAYS

1. Authorize.net
2. Converge
 - Elavon Gateway Product
3. FirstData Direct Connect
4. Internet Secure
5. Moneris
6. Point and Pay

EXHIBIT B

MARKETING SERVICES PROVIDED BY TOWN

- Distribute information handouts that speak to the flow of the application for the first 30 days after launch.
- Distribute promotional materials, which may include parking fee discount codes.
- Incorporate Passport information on Town's website, specifically in any section that concerns parking.
- Add information around the system to all internal and external Town newsletters or publications.
- Inform all Town staff about the application so that they can field questions on the program and spread awareness.
- Include a prompt to download the Passport Parking application on all citations issued through the city's citation management provider.

Launch Ramps

There are seven boat ramps in within the 13 mile market area. Lake Park controls one, the Village of North Palm Beach controls one and Palm Beach County controls the remaining five. Size in terms of parking capacity ranks Phil Foster as the largest at 126. It also can easily handle the very large rigs of 55' and longer. Lake Park is second with 71, but its ability to handle the large rigs is limited as confirmed by the Town's Marina Task Force findings in 2014. Jim Barry Harbor Light is third with 70 and also able to handle the large rigs. The other ramps have much smaller capacities.

Palm Beach County charges \$10.00 for a daily pass which includes launching and parking for up to 24 hours. The county also offers annual passes for \$36.00. The annual passes are stickers which are applied to the trailer. All fees are collected over the phone, on line, or with a daily parking smart phone app. See Photo 2. No attendant is on site and no cash is accepted. Enforcement is handled by P.B.S.O. The County offers overnight parking at two of their ramps, but it is limited to a 24-hour maximum.

Photo - 2



Lake Park offers free parking with a \$10.00 launch fee and overnight parking without limit for \$25.00 per night. Ramp fees are collected in cash using the honor system and overnight uses the honor system or is collected in the ship's store.

The Village of North Palm Beach is restricted to town residents. North Palm Beach charges a daily launch fee of \$10.00 and an annual fee of \$63.00. There are also long term wet slips and boat-on-trailer storage. Fees range from \$600 to \$900 per year depending on size. According to their web site, waiting lists are very long.

Strengths, Weaknesses, Opportunities, and Threats - S.W.O.T. Analysis

The S.W.O.T. analysis is a simple tool used to look at internal and external factors of a business which can help identify a possible strategy in creating a path to success. Strengths and weaknesses are internal factors while opportunities and threats are external. They are listed in order of significance - most to least.