

**FIRST AMENDMENT TO THE
SERVICE CONTRACT FOR PARKING OPERATIONS MANAGEMENT**

This First Amendment to the Service Contract for Parking Operations Management is made and entered into this ____ day of _____, 2023, by and between the CITY OF POMPANO BEACH, a Florida municipal corporation ("City") and ONE PARKING CORPORATE, INC., a Delaware corporation authorized to do business in Florida ("Contractor"), (collectively referred to as the "Parties").

RECITALS:

A. On or about May 3, 2021, the Parties entered into a Service Contract (the "Contract") providing for parking operations management services to the City for its on-street and surface lot parking spaces and a parking garage, located primarily on the City's barrier island, following the City's Request for Proposal E-07-21, Parking Operations Management Services.

B. The Contract provides for parking enforcement services including revenue collection and meter maintenance, street/lot metered parking management and garage management, and outlined operating plans and budgetary projections for each service area, as described in Exhibit A of the Contract.

C. Since the Contract's commencement, the City has exceeded the number of parking spaces to be managed by fifty-five percent (55%), through its incorporation of six (6) new parking areas and related parking needs generated by several new emerging commercial ventures, and now the City requires additional resources at a greater cost to address the increased demand.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to amend the Contract as follows:

1. Recitals. Each party represents that the Recitals stated above are true and correct and are incorporated by reference.

2. Paragraph 3 of the Contract is amended as follows:

3. A. Scope of Work. Contractor shall provide the Scope of Services set forth in Exhibit "A" and insurance set forth in Exhibit "B" both attached hereto and ~~made a part hereof~~ incorporated herein. If the Work requires Contractor to provide materials or complete the Work within a specified time frame or in accordance with certain plans and specifications, these terms and conditions shall be set forth and included in Exhibit A and Contractor agrees to provide said materials or Work in accordance therewith. Contractor and Contractor's heirs, executors, administrators, successors and assigns, do hereby agree to full performance of all covenants contained herein on Contractor's part.

B. Exhibit A, Scope of Work, shall contain, at a minimum, the prescribed services to be performed by Contractor, internal controls, operational budget outlining management fees and expenses.

3. Paragraph 7.A. of the Contract is amended as follows:

7. Price Formula, Payment and Invoices

A. Price Formula. City agrees to pay Contractor for performance of the Work set forth in this Agreement Contract as follows:

Payments shall be made in accordance with Exhibit "A", Scope of Work, and shall not exceed four hundred forty two thousand seven hundred and seventy nine dollars and sixty three cents (\$442,779.63) for fees and expenses in Contract Years 1 and 2. In Contract Year 3, fees and expenses shall not exceed five hundred twenty one thousand three hundred fifty four dollars and no cents (\$521,354.00) as outlined in the operational budget attached as Exhibit "A" to this First Amendment. Not less than thirty (30) days prior to the conclusion of Contract Year 3 and 4 or any renewal term, the Contractor shall submit a new operational budget for approval by the Contract Administrator that does not exceed three and one-half percent (3 ½%) of the prior contract year operational budget. If approved, the operational budget shall be effective the first day of the new Contract Year, including any renewal period. Optionally, ~~†~~The City may, choose to add valet services for a not to exceed amount of one hundred four thousand and eighty five dollars (\$104,085.00).

4. Preparation of this First Amendment has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

5. Each individual executing this First Amendment represents and warrants that he or she is, on the date he or she signs this First Amendment, duly authorized by all necessary and appropriate action to execute this First Amendment on behalf of such party and does so with full legal authority.

6. Multiple originals of this First Amendment may be executed by the parties, each of which, bearing original signatures, shall have the force and effect of an original document.

7. That no other amendments to the terms of the Original Contract shall be effective unless contained in a written document executed with the same formality of this First Amendment.

8. The provisions of this First Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

9. All references to Scope of Work stated in the Original Contract and this Amendment shall mean services to be provided by the Parties.

IN WITNESS WHEREOF, the parties have caused this First Amendment to the Original Agreement to be executed the day and year first written above.

CITY:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ALFRED KERVIN, CITY CLERK

(SEAL)

Dated: _____

APPROVED AS TO FORM: .


MARK E. BERMAN, CITY ATTORNEY

FIRST AMENDMENT TO THE PARKING OPERATIONS MANAGEMENT SERVICES CONTRACT

CONTRACTOR

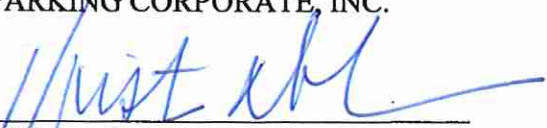
Witnesses:

ONE PARKING CORPORATE, INC.




MARK PRATT

(Print Name)

By: 

Kirsten Dolan, CEO



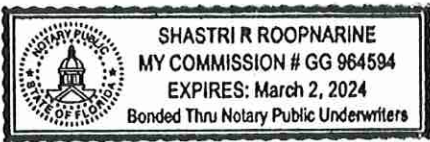
Shastri R. Roopnarine

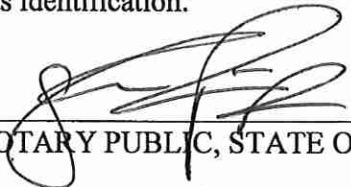
(Print Name)

THE STATE OF FLORIDA)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 31st day of January, 2023, by Kirsten Dolan as CEO of One Parking Corporate, Inc., a Delaware corporation, on behalf of the corporation. She is personally known to me or who has produced Arizona Driver License (type of identification) as identification.

NOTARY'S SEAL:





NOTARY PUBLIC, STATE OF FLORIDA
SHASTRI ROOPNARINE

Printed Name of Notary
GG 964594

Commission Number

JES:jrm
1/26/23
L:agr/parking/2023-349