

**THIRD AMENDMENT TO AGREEMENT FOR
PARKING MANAGEMENT SERVICES**

THIS THIRD AMENDMENT is entered into on this _____ day of _____ 2019, by and between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, with offices located at 100 West Atlantic Boulevard, Pompano Beach, Florida, hereinafter referred to as "CITY,"

and

DENISON PARKING, INC., an Indiana corporation authorized to do business in the State of Florida, with offices located at 320 N. Meridian Street, Suite 700, Indianapolis, IN 46204, hereinafter referred to as "PARKING MANAGER;"

collectively referred to as "the Parties."

W I T N E S S E T H:

WHEREAS, PARKING MANAGER entered into an agreement with CITY to provide Parking Management Services on January 30, 2015 ("Original Agreement"), which was approved by City Ordinance No. 2015-24, and

WHEREAS, PARKING MANAGER entered into a First Amendment to the Agreement with CITY on July 29, 2016 expanding the scope of services to include management of the Parking Facility, which was approved by City Ordinance No. 2016-71; and

WHEREAS, PARKING MANAGER entered into a Second Amendment to the Agreement with CITY on January 30, 2018 extending the lease term by one year, which was approved by City Ordinance No. 2018-26; and

WHEREAS, the Parties have agreed to extend the Original Agreement, as provided, for a final one-year period, ending January 29, 2020; and

WHEREAS, the Parties have agreed to permit the PARKING MANAGER, on a short-term basis, to utilize a city-owned vehicle exclusively for parking enforcement activities.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and PARKING MANAGER agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and is incorporated by this reference.

2. The Original Agreement effective January 30, 2015 and subsequently amended on July 29, 2016 ("First Amendment") and January 30, 2018 ("Second Amendment") are attached and made a part of this Amendment as Composite Exhibit "A."

3. In the event of any inconsistencies between the Original Agreement, the First Amendment, the Second Amendment or this Third Amendment, the terms of this Third Amendment shall control. Except as expressly set forth in this Third Amendment, the Original Agreement, the First Amendment and Second Amendment otherwise are unmodified and remain in full force and effect.

4. The Parties agree to extend the Original Agreement for its final one-year period, ending January 29, 2020.

5. CITY agrees to permit PARKING MANAGER, on a short-term basis, to borrow or utilize a city-owned vehicle exclusively for parking enforcement activities. PARKING MANAGER shall retrieve and return the city-owned vehicle to the designated area prescribed by CITY on a daily basis and shall maintain the vehicle, at all times, in a clean and orderly fashion, and shall perform routine, preventative and necessary repair and maintenance and inspections of the vehicle, its mechanical operation and structural components in accordance with manufacturer's standards and all requirements under state and federal law. PARKING MANAGER shall perform

all required vehicle repair, maintenance or service. PARKING MANAGER's indemnification and hold harmless obligations referenced in the applicable paragraphs of the Original Agreement, First Amendment and Second Amendment remain unchanged and applicable to PARKING MANAGER's parking enforcement activities including responsibility for any claim, loss, damage, cost, charge or expense arising out of the PARKING MANAGER's operation of the city-owned vehicle. PARKING MANAGER shall provide the requisite insurance coverage, as directed by CITY, insuring its operation of the city-owned vehicle and any claims that may arise from PARKING MANAGER's parking enforcement activities and shall name CITY as an additional insured to such coverage.

6. Upon expiration or termination of this Agreement, PARKING MANAGER shall ensure the city-owned vehicle is returned free and clear of all liens and in good working condition.

7. PARKING MANAGER shall notify CITY and provide a report in all cases where the city-owned vehicle is involved in any claim of damage, loss or injury, whether involving person or property. Such notification and report shall be provided to CITY's Risk Manager. A police report shall be obtained in all instances of damages, loss or injury. PARKING MANAGER shall forward a copy of any traffic citation or notice regarding a moving or non-moving violation to CITY.

8. PARKING MANAGER is permitted, at no cost, to fuel the CITY's vehicle at the CITY's fuel station located at 1190 NE 3rd Avenue, Pompano Beach, Florida 33060, and shall comply with CITY's internal controls associated with fuel usage.

9. This Amendment shall bind the parties and their respective successors and assigns and shall be fully effective as though the amendment had been originally included in the Original Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

“CITY”:

Witnesses:

CITY OF POMPANO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved by:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

“PARKING MANAGER”:

DENISON PARKING, INC.

Witnesses:

Signature

By: _____
JEFFREY LINE, President

Print Name

Signature

Print Name

STATE OF INDIANA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by JEFFREY LINE as President of DENISON PARKING, INC., an Indiana corporation, authorized to do business in the State of Florida, on behalf of the corporation. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY’S SEAL:

NOTARY PUBLIC, STATE OF INDIANA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

JES/jrm
1/14/19
L:agr/finance/2019-292