

SCANNED
12-16-16



CITY OF DELRAY BEACH
100 NW 1st AVENUE, DELRAY BEACH, FL 33444

AMENDMENT NO. 2 TO
PARKING FACILITY MANAGEMENT AGREEMENT

AMERISTAR PARKING SOLUTIONS, LLC



CITY OF DELRAY BEACH
100 N.W. 1st AVENUE, DELRAY BEACH, FL 33444

SCANNED

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RECEIVED
DEC 07 2016

CITY ATTORNEY

MEMORANDUM

To: R. Max Lohman, City Attorney
From: Ryan Lingholm, Buyer
Date: December 7, 2016
Re: Amendment No. 2 to the Parking Facility Management Agreement

Mr. Lohman,

Attached for your approval as to form for legal sufficiency is Amendment No. 2 to the Parking Facility Management Agreement between the City and Ameristar Parking Solutions, LLC. City Commission approved this Best Interest Agreement on December 8, 2015. On September 30, 2016, the City Manager approved Amendment No. 1. On December 6, 2016, City Commission approved this Amendment No. 2. Please contact me if you have any questions.

Thank you

**CITY OF DELRAY BEACH
AMENDMENT NO. 2 TO
PARKING FACILITY MANAGEMENT AGREEMENT**

THIS AMENDMENT NO. 2 to the Parking Facility Management Agreement dated October 15, 2015, by and between City of Delray Beach, a municipal corporation of the State of Florida (City), and Ameristar Parking Solutions, LLC, organized and existing under the laws of the State of Florida and authorized to do business in the State of Florida (Second Party), is entered into this 13th day of December 2016.

WITNESSETH:

WHEREAS, on October 15, 2015, City entered into a Best Interest Agreement with Second Party for parking facility management services with a termination date of September 30, 2016; and

WHEREAS, on December 8, 2015 City Commission retroactively approved a resolution No. 80-15 to award the Best Interest Agreement with Second Party; and

WHEREAS, on September 30, 2016 City Manager approved Amendment No. 1 to extend the Agreement with Second Party for ninety days per City Code of Ordinances Section 36.07; and

WHEREAS, Second Party agrees to continue to provide services to City in accordance with the terms and conditions of the Agreement through February 28, 2017.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties do agree that the Agreement is amended as follows:

1. The above recitals are true and correct and are incorporated herein.
2. This Amendment No. 2 renews the Agreement, under the same terms and conditions, for the period of December 31, 2016 through February 28, 2017 per City Code of Ordinances Section 36.07.
3. Section 3.3 is deleted in its entirety from the Agreement and is replaced with the following clause.
 - 3.3. In the event services are scheduled to end due to the expiration of this Agreement, the Second Party agrees that it shall continue service upon the request of the Contract Administrator. The extension period shall not extend for greater than three months beyond the term of the Agreement, unless such extension is approved by the City Commission. The Second Party shall be compensated for the service at the rate in effect when the extension is invoked by the City upon the same terms and conditions as contained in this Agreement as amended. The Chief Purchasing Officer shall notify Second Party of an extension authorized herein by written notice delivered prior to the end of the term of the Agreement.
4. Except as provided herein, all other terms and conditions of the Agreement remain in full force and effect and are hereby confirmed. The Agreement, Amendment No. 1 and this

Amendment No. 2 represent the entire understanding between the parties on the issues contained herein, either written or oral, and may only be amended by written instrument signed by both parties.

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IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this
13th day of December, 2016.

CITY OF DELRAY BEACH

ATTEST:

City Clerk

BY:

Cary D. Glickstein, Mayor

Address: 100 N.W. 1st Ave.
Delray Beach, FL

Approved as to form for legal sufficiency::

BY:

R. Max Lohman, City Attorney

Signed in the Presence of:

Courtney Jennings
Witness

Courtney Jennings
Printed Name

Christian Boutros
Witness

Christian Boutros
Printed Name

AMERISTAR PARKING SOLUTIONS, LLC

BY:

Jon England
Signature

President
Title

Jon England
Printed Name

2016 Sea Ave
Printed Address

Indialantic, FL 32903
City/State/Zip