

MANAGEMENT SERVICES AGREEMENT  
BETWEEN THE CITY OF PENSACOLA AND REPUBLIC PARKING SYSTEM, LLC, f/k/a  
REPUBLIC PARKING SYSTEM, INC.

AMENDMENT NO. 3

THIS AMENDMENT NO. 3 TO THE MANAGEMENT SERVICES AGREEMENT which commenced on February 1, 2011, (hereinafter referred to as "Amendment No. 3"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Pensacola, a municipal corporation of the State of Florida with the address of 222 W. Main Street, Pensacola, Florida 32502 (hereinafter referred to as "City"), and REPUBLIC PARKING SYSTEM, LLC, f/k/a REPUBLIC PARKING SYSTEM, INC., a limited liability company authorized to transact business in the State of Florida with the address of 900 Haddon Avenue, Suite 333, Collingswood, New Jersey 08108, (hereinafter referred to as "Manager"). (Each at times hereinafter referred to also as "party" or collectively "parties").

WITNESSETH:

WHEREAS, the City owns, operates, and maintains Pensacola International Airport (hereinafter referred to as "Airport") located in Escambia County, Florida to serve the traveling public with airline services; and

WHEREAS, the Manager has been engaged since February 1, 2011 in providing professional services in administering and operating the public paid parking facilities at the Airport under this Agreement (hereinafter referred to as the "Agreement") with the City; and

WHEREAS, said Agreement was amended on October 12, 2012 and on January 7, 2016; and

WHEREAS, the City notified the Manager of its desire to extend the Agreement for two (2) additional one (1) year terms; and

WHEREAS, the Manager has accepted the City's proposal to extend the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed that the Agreement is hereby amended as follows:

1. Article IV – Term of Agreement is hereby amended as follows:

4.01 Term

Subject to earlier termination as may be provided herein, the term of this Agreement shall commence on February 1, 2011 and shall continue for a period of one hundred and twenty consecutive months terminating at midnight on January 31, 2021. City reserves the right to extend this agreement, at the sole discretion of the City and under the terms and conditions to be determined by the City, for two (2) additional one (1) year terms.

If the City chooses to exercise its right to extend, the Manager shall be notified in writing one hundred twenty (120) days before the expiration of the Agreement.

2. Article XVIII – General Provisions Section 18.14 is hereby added to read as follows:

**Public Records Act.**

The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

3. All other terms and conditions of the Agreement which commenced on February 1, 2011, not amended hereby shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 3 to be executed and sealed the day and year first above written.

**MANAGER**

**CITY OF PENSACOLA, FLORIDA**

Republic Parking System, LLC  
\_\_\_\_\_  
(Manager's Name)

\_\_\_\_\_  
Mayor, Grover C. Robinson, IV

By \_\_\_\_\_  
Member

\_\_\_\_\_  
City Clerk, Ericka L. Burnett

\_\_\_\_\_  
(Printed Member's Name)

Approved as to Substance:

By: \_\_\_\_\_  
Member

\_\_\_\_\_  
Department Director

\_\_\_\_\_  
(Printed Member's Name)

Legal in form and valid as drawn:

\_\_\_\_\_  
City Attorney

## **Attachment "A"**

**PUBLIC RECORDS:** Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor shall:

- A. Keep and maintain public records required by the City to perform the service.
- B. Upon request from the City's custodian of public records, 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.
- C. 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 the Contract term and following the completion of the Contract if Contractor does not transfer the records to the City.
- D. Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**THE OFFICE OF THE CITY CLERK, (850) 435-1715**

**[PUBLICRECORDS@CITYOFPENSACOLA.COM](mailto:PUBLICRECORDS@CITYOFPENSACOLA.COM)**

**222 WEST MAIN STREET, PENSACOLA, FL 32502**