

This Piggyback Agreement (this “Agreement”) made and entered into as of this 9th day of July, 2020 (Effective Date) is by and between Parkmobile, LLC, a Delaware limited liability company (“Parkmobile”) and the City of Clearwater Florida, a municipal corporation with its place of business at City of Clearwater Parking System, 100 S. Myrtle Ave, Ste 220, Clearwater, Florida 33756 (“Clearwater”). Parkmobile and Clearwater may be referred to collectively as the “Parties” or individually as a “Party.”

WHEREAS, the Parties agree that Parkmobile has entered into a contract with the City of Miami Beach, Florida, said contract being identified as: Parking Pay by Phone Services Agreement dated February 1, 2014 (the “Underlying Contract”; and

WHEREAS, the Underlying Contract is incorporated herein by reference and is attached as Exhibit “A” to this contract. All of the terms and conditions set forth in the Underlying Contract are fully binding on the Parties and said terms and conditions are incorporated herein; and

WHEREAS, notwithstanding the requirement that the Underlying Contract is fully binding on the Parties, the Parties have agreed to modify certain technical provisions of the Underlying Contract as applied to this Agreement between Parkmobile and Clearwater.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The above recitals are hereby incorporated herein.
2. Definitions. Defined or capitalized terms used herein that are not defined by this Agreement shall have their meaning set out in the Underlying Contract. Any reference to the City of Miami Beach, Florida or ‘City’ in the Underlying Contract shall refer to the City of Clearwater for the purposes of this Agreement. All references to Parkmobile USA, Inc. or ‘Parkmobile’ in the Underlying Contract shall refer to Parkmobile, LLC for the purposes of this Agreement.
3. Address Change for the City of Clearwater. Notwithstanding the address and contact information for the government entity set forth in Exhibit A, Parkmobile agrees that it will send notices, invoices, and will conduct all business with the City of Clearwater Parking System, 100 S. Myrtle Ave, Ste 220, Clearwater, Florida 33756; sue.tellier@myclearwater.com.
4. Address Change for Parkmobile. Notwithstanding the address and contact information for Parkmobile set forth in Exhibit A, Clearwater agrees that it will send notices and will conduct all business with Parkmobile, LLC, 1100 Spring St NW, Ste 200, Atlanta, GA 30309; legal@parkmobile.io.
5. Exhibit “C” to Underlying Contract Deleted. Exhibit “C” to the Underlying Contract is deleted in its entirety, and is replaced with The Pricing Proposal for this Agreement as follows:

| | |
|---------------------------------------|---------|
| Convenience fee paid by Residents* | No Fee |
| Convenience fee paid by Non-Residents | \$ 0.35 |

- * Parkmobile agrees to offer any Clearwater qualified resident no convenience fee for using our mobile payment service. To qualify for this concession, residents must have all three of the following required documents:
 - Valid Photo ID – Issued by local state or federal agency (Driver’s license, passport)
 - Valid Vehicle Registration – Vehicle registration belonging to the person requesting the residential permit. Address on registration and photo ID must match.
 - Valid Proof of Residency – One (1) of the following with residents name and address.
 - Voters registration card
 - Mail received within the last 30 days
 - Property Tax statement (last one received)
- 6. Applicable Law. This Agreement shall be construed according to the laws of the State of Florida. Jurisdiction and venue for any legal action in connection herewith, whether sounding in contract or tort, shall lie in Pinellas County, Florida. Each party waives the right to a jury trial.
- 7. Other Provisions Unchanged. All other provisions in the Underlying Contract are fully binding on the Parties and will represent the agreement between the City of Clearwater and Parkmobile.
- 8. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall be deemed to constitute one and the same instrument.
- 9. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the matters set forth herein and may only be changed by an agreement in writing signed by the Parties. All other terms and provisions of the Agreement remain in full force and affect.

SIGNATURES CONTINUED ON NEXT PAGE

IN WITNESS WHEREOF, this Piggyback Agreement has been executed as of the day and year first written above.

PARKMOBILE, LLC

By: 

Name: Tony Stewart

Title: General Counsel

Date: 05/29/2020

Countersigned:

Frank V. Hibbard
Mayor

William B. Horne, II
City Manager

Approved as to form:

Attest:

Michael P. Fuino
Senior Assistant City Attorney

Rosemarie Call
City Clerk