



**RESOLUTION 19-148**

**Resolution Authorizing an Amendment to Passport Lab, Inc. Agreement**

**WHEREAS**, by Resolution No. 18-204 adopted on June 11, 2018, the Council awarded an Agreement to PassportParking, Inc. for a pay by phone mobile parking application and related software and ancillary services for use in Princeton’s municipal parking system; and

**WHEREAS**, the parties subsequently executed the Agreement governing the purchase of the aforementioned goods and services; and

**WHEREAS**, the parties desire to amend the agreement as follows:

Section 1 Terms amended to read

This Agreement shall commence on the Effective Date and continue for an initial term of two (2) years (the “Initial Term”). Thereafter, the Parties may extend the term for up to two (2) additional one-year terms. In any case the Initial Term, or as may be extended, shall not exceed the term of Contract No. 05-20, as may be extended. Either Party may terminate this Agreement for convenience by providing 180 days notice to the other Party. If Provider exercises its option to terminate for convenience, the Passport signs (as specified in Section II.) must remain in place up until the last date of the duration of the contractual relationship.

Section 2 Mobile Payment For Parking Terms, Equipment Provided by Passport, the initial Signs section is updated to read:

Initial Signs On-street parking: 1  
sign per 5 parking spaces or 2 signs  
per block space for LPR  
environments; Off-street parking: 1  
sign per 10 parking spaces

Section 3 Fees, the entire chart is deleted in its entirety and replaced with the following:

<b>Per Transaction MPP Service and License Fee*</b>	<b>\$0.25</b>
<b>Per Transaction MPP Service and License Wallet Fee</b>	<b>\$0.20</b>

**Maximum Convenience Fee Passed** \$0.25  
**through to Parking Customers**

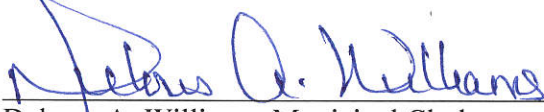
**WHEREAS**, all remaining provisions of the Agreement shall remain in full force and effect.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Municipality of Princeton, County of Mercer, State of New Jersey, as follows:

1. The foregoing “Whereas” clauses are hereby incorporated as if fully restated.
2. This Resolution, when counter-signed by PassportParking, Inc., shall serve as an amendment to the original Agreement

Councilperson	Absent	Present	1 <sup>st</sup>	2 <sup>nd</sup>	Yea	Nay	Abstain	Disqualified
Mr. Cohen	X							
Ms. Crumiller		X		X	X			
Ms. Fraga		X			X			
Ms. Niedergang		X			X			
Mr. Quinn		X	X		X			
Mr. Williamson		X			X			
Mayor Lempert		X						

I, Delores A. Williams, Municipal Clerk of Princeton, do hereby certify that the above is a true copy of a resolution adopted by the Mayor and Council of Princeton at a meeting held May 28, 2019.

  
 Delores A. Williams, Municipal Clerk

**ATTACHMENTS:**

- Princeton NJ - Third Amendment v2 final(002) (PDF)
- Council Memo -Passport Third Amended Agreement 2019 (DOCX)