

PA16.6 Attachment 4

Attachment 4 - Second Amendment to Previous Coin Processing Agreement between Toronto Parking Authority and Brink's Canada Limited (December 1, 2016)

SECOND AMENDMENT TO COIN PROCESSING SERVICES AGREEMENT

THIS SECOND AMENDMENT TO COIN PROCESSING SERVICES AGREEMENT ("Second Amendment") is made as of the 1st day of December, 2016 (the "Amendment Effective Date") by and between Toronto Parking Authority ("Authority") and Brink's Canada Limited ("Contractor").

Whereas, Authority and Contractor (Authority and Contractor are collectively the "parties" and each a "party") entered into a Coin Processing Services Agreement dated April 30, 2014, as amended by the First Amendment dated June 3, 2016 (the "Agreement"); and

Whereas, effective as of the 1st day of December, 2016, Authority desire to amend the Agreement to provide for delivery of cash for processing, all in accordance with the terms and conditions set out herein.

NOW THEREFORE in consideration of the mutual covenants and agreements hereafter set out, and for their good and valuable consideration, the receipt and adequacy of which is acknowledged by the parties, the parties agree as follows:

1. The recitals of this Second Amendment are true in fact and substance.
2. All capitalized terms that are not defined in this Second Amendment will have the meaning set forth in the Agreement.
3. Without limiting the generality of the foregoing, as of the Amendment Effective Date, the Agreement is amended as follows:
 - 3.1 The definition of "Property" shall be deleted and replaced with the following:

""Property" means coin contained in coin vaults and notes contained in note vaults."
 - 3.2 The terms in Section 4(b)(ii) are deleted and replaced with the following terms:

"Unloading of full coin and note vaults and loading of empty coin and note vaults shall be completed within 30 minutes of the arrival of the Authority delivery vehicle at Brink's Facility. Contractor shall provide one or more of its employees to perform Contractor's responsibilities. If the Contractor is required to provide employees past 14:00 hours, then the rate for excess premise time specified in Schedule A shall apply and be payable by the Authority to the Contractor."
 - 3.3 Appendix 'A' is hereby deleted in its entirety and replaced with Appendix A attached hereto.
 - 3.4 Appendix 'B' is hereby deleted in its entirety and replaced with Appendix B attached hereto.
4. This Second Amendment shall be deemed to constitute a part of the Agreement. References to Agreement shall include this Second Amendment. The Agreement, as modified by this Second Amendment, shall continue to be in full force and effect. In case of any conflict between this Second Amendment and the Agreement, this Second Amendment shall prevail, unless otherwise expressly agreed in writing by the parties.
5. This Second Amendment constitutes the entire understanding between the parties pertaining to the subject matter of this Second Amendment. This Second Amendment supersedes any previous agreement whether written or oral between the parties relevant to the subject matter thereof.
6. This Second Amendment shall enure to the benefit of and be binding upon the parties and their respective successors, assigns, legal representatives, executors and heirs, as applicable.

7. Neither this Second Amendment nor any term or provision of it may be modified, varied, or amended in any way other than by instrument in writing signed by authorised representatives on behalf of each of the parties.
8. No waiver shall be deemed to have been made by either party unless expressed in writing and signed by the waiving party. Any failure to exercise or delay in exercising a right or remedy, under this Second Amendment shall not constitute a waiver of that or any other right or remedy, and no single or partial exercise of any right or remedy under this Second Amendment shall prevent any further exercise of that or any other right or remedy. No waiver of any breach of this Second Amendment shall be held to constitute a waiver of any other or subsequent breach. Except as otherwise provided herein, no term or provision of this Second Amendment shall be waived and non-breach shall be excused.
9. In this Second Amendment, stenographic and clerical errors are subject to correction. In the event that any provision or term of this Second Amendment is deemed unenforceable or invalid, it will automatically be adjusted as to conform to the minimum standard for validity or enforceability as declared at such time, and so adjusted shall be deemed to be a provision or term of the original Second Amendment. In the event that such a provision or term cannot be so adjusted, it shall be deemed invalid or unenforceable and shall be deleted from this Second Amendment and the remaining provisions or terms shall continue in full force and effect.
10. The parties agree that the express or implied provisions of this Second Amendment which are intended to survive termination of this Second Amendment shall be binding upon the parties and shall continue in full force and effect.
11. Neither party may assign this Second Assignment, in whole or in part, or any rights of such party without the prior written consent of the other party, such consent will not be unreasonably withheld.
12. This Second Amendment will be governed by, construed and enforced in accordance with the laws of Ontario and the laws of Canada applicable therein and the Parties hereto irrevocably agree to attorn to the exclusive jurisdiction of the Courts of the Province of Ontario with respect to the subject matter hereof.
13. This Second Amendment may be executed by facsimile and/or the parties hereto may sign the same instrument, or each Party hereto may sign a separate counterpart or counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties hereto have executed and delivered this Second Amendment effective as of the Amendment Effective Date.

TORONTO PARKING AUTHORITY

By: 

Title: President

By: 

Title: VP Finance

BRINK'S CANADA LIMITED

By: 

Title: J. Chris Parks, President & GM

By: 

Title: Tammy Scardocchio, Sales Representative

APPENDIX A Rates

Toronto Parking Authority Rate Schedule

Service	5-Dec-16	1-May-17
Receiving, Storage and Management of Deliveries of coin vaults	\$2,940.00 per month	\$2,940.00 per month
Receiving, Storage and Management of Deliveries of note vaults	\$588.00 per month	\$588.00 per month
Excess Premise Time	\$27.67 per each 15 minute increment or part thereof for Brink's service provided during loading and unloading required after 2:00 pm	\$27.67 per each 15 minute increment or part thereof for Brink's service provided during loading and unloading required after 2:00 pm
Coin Processing	\$0.0565 per roll of coin	\$0.0565 per roll of coin
Note Processing	\$4.95 per note vault Plus \$0.085 per note	\$4.95 per note vault Plus \$0.085 per note

APPENDIX B

Procedures, Responsibilities and Methods

Employees of both Brink's Canada Limited ("the Contractor") and the Toronto Parking Authority (the "Authority") shall act in a discreet and confidential manner with respect to all work involved in connection with this Agreement. All activities are to be carried out in a safe and responsible manner in accordance with each organization's best work practices.

Procedures & Responsibilities

a) Receipt of Property

The Authority shall send a container transmittal form substantially in the form attached hereto as Schedule 1 identifying the coin vaults and the note vaults to be delivered to Contractor. Contractor shall receive Shipments at Contractor's Facility located at 95 Brown's Line, Etobicoke, ON between the hours of 11:30 and 13:30 Monday thru Friday, excluding holidays. Shipments will be delivered by three to five Authority vehicles. Authority vehicles and personnel will receive access to the "Visitor Bay" to off load and on load coin vaults and note vaults. On-going two-way communications between the Authority supervisors and the Contractor dispatch will be established in case of severe traffic delays, major storms, or other extenuating circumstances in order to determine the appropriate course of action.

b) Authority personnel will off load coin vaults and note vaults into Authority provided carts, and Contractor personnel will verify the coin vaults and note vaults against the transmittal form(s). Contractor will acknowledge receipt of the coin vaults and note vaults by providing a signature on the transmittal form(s).

b) Vault Identification, Verification & Tracking

The Authority is responsible for providing all identification (I.D.) plastic cards to be attached by the Authority officials to all coin vaults and note vaults prior to commencement of coin vaults and note vaults use on a collection route. The Authority may use and assign coin vaults and note vaults to different routes as long as the proper I.D. tag is always attached. The Authority shall maintain the I.D. cards in an organized and secure fashion. The Authority must inform the Contractor at least 4 weeks in advance of any additional cards being assigned and/or changes to the assignment of cards so that the Contractor may make software changes to its processing and accounting systems.

The I.D. cards will include the Authority's 8 digit account number (to be provided by the Authority and representing the route or carpark number and the Pay & Display machine number), a much larger alphanumeric number containing up to 2 letters and up to 3 digits for ease of tracking coin vaults and note vaults during pickup and transport.

The purpose of the container transmittal form is to identify collection routes, associated coin vaults and note vaults and the Authority's 8 digit account number in order to assist with verifying and tracking coin vaults and note vaults during receipt by the Contractor. For example, the form will contain an area to be signed by the Authority's official confirming the identification and number of coin vaults and note vaults submitted to the Contractor. Copies of the signed-off form will be retained by the Contractor's employee and the Authority's designated official. When the coin vaults and note vaults arrive at the Contractor's counting facility, the number of coin vaults and note vaults will be further verified by the Contractor personnel. The barcode on the I.D. card is for the Contractor personnel to scan at the time of coin and note processing.

c) Locks & Keys

All keys to coin vaults and note vaults in the possession of the Authority will be transferred to the Contractor with the exception of 1 set to be retained by the Authority's management staff for repairing coin vaults and note vaults. The Contractor will retain all keys in an orderly and secure environment on its premises. Locks are the property of the Authority and all costs associated with purchase and maintenance are the responsibility of the Authority's.

e) Unloading of Empty Coin Vaults and Note Vaults

During each drop off by the Authority, the coin vaults and note vaults received by the Contractor on the previous day

will be returned to the Authority. Additionally, boxed coin will be delivered (as per Section 2(a)(iv) conjunctive with empty coin vault and note vault delivery.

f) Counting, Rolling & Banking

Coin and notes received at the Facility will be counted by the Contractor within one business day.

The coins and notes will be processed for each coin vault and note vault (representing an Authority route) and a report generated outlining the total number of coins and notes by denomination, total slugs, date of receipt, date of count and the total number of slugs. This report will be e-mailed in CSV format to the Authority by 2:00 p.m. on the business day following receipt. On the business day following reporting, the Contractor shall, subject to Section 2(a)(iv) of this Agreement, deposit the value of the coin and notes into the Authority's designated bank account.