

PARKING SPACE USE AGREEMENT

THIS IS A PARKING SPACE USE AGREEMENT (“Agreement”), by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, hereinafter referred to as “City,”

and

AUTONATION CORPORATE MANAGEMENT, LLC, a Delaware limited liability company, authorized to conduct business in the State of Florida, whose principal place of business is located at 200 SW 1st Avenue, 14th Floor, Fort Lauderdale, Florida 33301, hereinafter referred to as “USER”;

WHEREAS, on January 3, 2018 the Fort Lauderdale City Commission approved an Agreement (the “County Agreement”) between the City and Broward County wherein the County agrees to provide access to two hundred (200) parking spaces in the Broward County Governmental Center Parking Garage (“Garage”) located at 151 SW 2nd Street, Fort Lauderdale, Florida 33301, for City’s payment of a monthly fee; and

WHEREAS, CITY and USER desire to enter into a Parking Use Agreement whereby CITY agrees to allow and permit use of the two hundred (200) parking spaces in the Broward County Garage to USER; and

WHEREAS, CITY is willing to provide access to the two hundred (200) parking spaces in the Garage to USER pursuant to this Agreement, and in exchange for USER’s payment of a monthly fee; and

WHEREAS, the CITY owns a parking garage located at 150 Southeast 2nd Street, (the “Alternative Parking Garage”), and

WHEREAS, USER desires to enter into this Agreement with CITY to provide parking in order to better serve the needs of their visitors and employees.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are true and correct and are hereby incorporated into this Parking Use Agreement (hereinafter "Agreement").
2. CITY agrees to provide to USER, the appropriate transponder equipment that will allow access to two hundred (200) parking spaces in the Broward County Governmental Center Parking Garage ("Garage") for the parking of vehicles.
3. The term of this Agreement shall be effective for twelve (12) years commencing on the Effective Date ("Initial Term"). The Parties shall have the option to renew the Agreement upon the same terms and conditions, for two (2) additional five (5) year terms ("Renewal Term(s)"). The Initial Term, and any Renewal Term, are collectively referred to herein as the "Term." The Effective Date is the date when the last party has executed this Agreement.
4. During the Term, USER shall pay CITY, a wholesale rate equal to 50% of the monthly parking pass rate as specified in Section 38.1(a) of the Broward County Administrative Code, as amended from time to time, plus applicable sales and excise taxes, for each space, per month. On the Effective Date of the agreement the monthly parking pass rate is \$150 per space, per month, and the wholesale rate charged to the USER is \$75 per space, per month.
5. The two hundred (200) parking spaces located at Garage are available for parking, weekdays (Monday-Friday) for a twelve (12) hour period from 7:00 am to 7:00 pm.
6. If repair and rehabilitation activities occur at the Garage, CITY reserves the right, at its discretion, to move or relocate parkers to alternative locations within 2,600 linear feet of the Garage. During any such move or relocation, CITY may require USER to use CITY-issued parking permits. In such case, CITY shall provide USER with at least sixty (60) days written notice prior to any move or relocation being implemented and prior to any change in operation by CITY materially affecting operation of this Agreement.
7. CITY'S Agreement with the County may be subject to termination under certain circumstances after six (6) years from the Effective Date upon not less than one hundred eighty days' notice. In the event the CITY receives notice that the County Agreement will be terminated, it shall immediately give the USER written notice of same. Upon the termination of the County Agreement, the CITY shall permit the USER to use 200 spaces in the Alternative Parking Garage upon the same terms and conditions contained herein and any reference to Garage herein shall thereafter mean the Alternative Parking Garage.

8. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity as set forth in Section 768.28, Florida Statutes (2017).
9. USER agrees to indemnify and hold harmless the CITY, its officers, employees and agents from any and all claims for loss of property by theft or otherwise and for damage to property or injury to or death of a person occurring on, within, or about the Garage, caused by or resulting from, directly or indirectly, USER'S negligence or willful acts, including those of any of its employees, agents and licensees. If called upon by CITY, USER shall assume the defense of and defend the CITY in any suit or action arising out of such claim, at USER'S sole expense.
10. USER acknowledges that the CITY may institute reasonable parking polices from time to time..
11. USER shall pay for at its own expense and maintain during the term of this Agreement, comprehensive public liability insurance in the minimum amount of One Million (\$1,000,000.00) Dollars covering sums payable as a result of death or bodily injury to any person and loss of or damage to property. Such policy shall name the CITY as an additional insured and shall contain a provision requiring that the CITY receive at least thirty (30) days advance written notice prior to any cancellation, reduction or termination of insurance by the insurer. Certificates of Insurance evidencing USER's compliance with this section shall be delivered to CITY prior to any transponder parking equipment/permits being issued.
12. For the purpose of this Agreement, any notice required hereunder shall be in writing and sent certified U.S. Mail, return receipt requested, and addressed to the following:

IF TO CITY :

City Manager
City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, Florida 33301

IF TO USER:

AutoNation Corporation Management, LLC
200 SW 1st Avenue, 14th Floor
Fort Lauderdale, Florida 33301

13. This Agreement shall be governed by the laws of the State of Florida, with venue lying in Broward County, Florida.

14. This Agreement may be amended only by written document executed by CITY and USER with the same formality and of equal dignity herewith.
15. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by USER without the prior written consent of CITY.
16. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation of the terms hereof shall be predicated upon any prior representations of agreements, whether oral or written.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES TO FOLLOW]

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

CITY OF FORT LAUDERDALE, a
municipal corporation of the State of
Florida.

JEFFREY A. MODARELLI
City Clerk

LEE R. FELDMAN, City Manager

(SEAL)

Approved as to form:
CYNTHIA A. EVERETT, City Attorney

By: _____
KIMBERLY CUNNINGHAM MOSLEY
Assistant City Attorney

USER

WITNESSES:

AUTONATION CORPORATE
MANAGEMENT, LLC, a Delaware
limited liability company, authorized to
conduct business in the State of Florida

By: _____

_____, Manager

Print Name

Print Name

STATE OF _____ :
COUNTY OF _____ :

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____ as Manager for AUTONATION CORPORATE MANAGEMENT, LLC, a Delaware limited liability company, authorized to conduct business in the State of Florida.

(SEAL)

Notary Public, State of _____
(Signature of Notary taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

Personally known or Produced identification

Type of Identification _____

