PARKING ENFORCEMENT AGREEMENT

THIS AGREEMENT, entered into on the _	day of	, 2023
is by and between:		

CITY OF FORT LAUDERDALE, a municipal corporation of the state of Florida, located at 100 North Andrews Avenue, Fort Lauderdale, FL 33301(hereinafter referred to as "City"),

and

FIRST PRESBYTERIAN CHURCH OF FORT LAUDERDALE, FLORIDA, INC., a Florida not-for profit corporation, located at 401 S.E. 15th Avenue, Fort Lauderdale, FL 33301, (hereinafter referred to as "Church").

WHEREAS, Church is the owner of those certain parcels, 0211011920 located at, 1224 East Las Olas Boulevard, Fort Lauderdale, Florida, 0211011910 located at, East Las Olas Boulevard, Fort Lauderdale, Florida, 0211011900 located at, East Las Olas Boulevard, Fort Lauderdale, Florida, 504211011930 and a portion of 504211011940 located at, Tarpon Drive, Fort Lauderdale, Florida, hereinafter referred to as "parking lots" or "properties" and more particularly described in the sketch and legal descriptions attached as Exhibit "A" and incorporated herein; and

WHEREAS, the properties are part of the Church campus, and are used to provide parking for Church services and ministries; and

WHEREAS, the Church intends to also make the properties available for public parking; and

WHEREAS, the Church will provide public access to the parking lots and permit thoroughfare for the limited purpose of parking motor vehicles according to the terms set forth herein; and

WHEREAS, the City finds that providing parking enforcement services for the Church serves a legitimate municipal purpose; and

WHEREAS, the City agrees to monitor the above referenced parking lots in accordance with the terms and conditions set forth in this agreement, to ensure that patrons follow applicable regulations and pay the parking fees due and, as necessary enforce payment of the parking fees by issuing citations to violators. Such monitoring shall include, but may not be limited to, the physical patrol of the properties by a City's parking enforcement officer; and

WHEREAS, the Church agrees to allow City to retain all citation revenue derived by City from said parking lots; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

- **1. Recitals.** The recitals set forth above are true and correct and are incorporated into this Agreement by this reference as if fully set forth herein.
- **2. Term.** The term of this Agreement shall be for a period of three (3) years commencing on October 13, 2023, unless otherwise terminated as provided herein.
- **Termination.** This Agreement may be terminated with or without cause at any time by either party upon thirty (30) days' written notice, in accordance with the notice provisions herein.

4. General Conditions

- **4.1.** The Church warrants and represents to the City that it is the owner of the properties and further represents and warrants that the properties are presently used as parking areas.
- **4.2** The Church retains the authority to determine enforcement days and times, and the hours of operation for the parking lots. Notice of any modification of enforcement times and hours of operation shall be provided by the Church to the City of Fort Lauderdale Parking Services Manager.
- 4.3 The Church agrees that the City shall have the right of ingress and egress to the properties for the parking enforcement services set forth herein. This Agreement does not create any easement rights in favor of the City nor the general public, and there are no third-party beneficiaries to the rights or obligations set forth in this Agreement. The enforcement of the City of Fort Lauderdale ordinances applicable to such parking shall be accomplished by the City.
- 4.4 The City will determine the frequency of visits and length of time for enforcement services which shall include the physical patrol of the property, unless instructed by Church in writing, to the City of Fort Lauderdale Parking Services Manager, not to enforce during certain days or hours.
- **5. Revenue.** In exchange for providing parking lot enforcement services, the City shall retain all revenues derived from parking citations issued on the properties.

The vehicle owner is responsible for any citations, immobilizations, and/or towing fees. The vehicle owner may appeal the citation through the existing appeals process with the City. The Church may, at its option, on behalf of certain patrons of the parking lot, request that certain citations or enforcement fees be charged to the Church. It being understood, City shall not be obligated to grant such request by the Church.

6. Hold Harmless, Release, Indemnity. In consideration of having the benefit of enforcement services in the area as designated in the attached "Exhibit A", Church does hereby release, discharge and covenant not to sue City, its officers, elected officials, volunteers, employees, and agents, and does hereby waive and discharge all claims for damages or injuries against City, its officers, elected officials, volunteers, employees, and agents that may be occasioned, directly or indirectly, in connection with enforcement services and vehicle parking, and does agree to protect, defend, indemnify and hold harmless City, its officers, elected officials, volunteers, employees and agents from and against any and all claims, lawsuits, third party lawsuits, fines, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses, including reasonable attorney's fees and costs actually incurred or awarded, and liabilities of every kind, nature or degree, that may arise out of or be asserted in connection with the rights, responsibilities and obligations of Church under this Agreement, the vehicle parking, or the breach or default by Church of any covenant or provision of this Agreement. Without limiting the foregoing, any and all such claims, suits, causes of action relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court by Church, is included in the indemnity. This indemnification shall survive termination, revocation or expiration of this Agreement. This indemnity is not limited by insurance coverage.

All personal property placed or moved onto the property is at the sole risk of the Church or other owner of such property. City shall not be liable for any damage to such personal property or for damages to the Church or any damages or personal injuries of Church's subtenants, agents, servants, employees, contractors, guests, or invitees or to trespassers on the properties.

7. **Insurance.** The City is a self-insured entity, and therefore, any and all claims arising as a result of the City's parking enforcement activities shall be processed through City's Risk Management Office.

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Church, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Church. The Church shall provide the City a certificate of insurance evidencing such coverage. The Church's insurance coverage shall be primary insurance for all applicable policies. The limits

of coverage under each policy maintained by the Church shall not be interpreted as limiting the Church's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be required to be relied upon by the Church for assessing the extent or determining appropriate types and limits of coverage to protect the Church against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Church under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury,
 Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

Insurance Certificate Requirements

- a. The Church shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Church shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Church to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Church shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a

- claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The title of the Agreement or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:
City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale. FL 33301

The Church has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Church's expense.

Any exclusion or provision in any insurance policy maintained by the Church that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Church must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Church's insurance policies.

- 8. Governing Law. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.
- **9. Notice.** Wherever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, Church and City designate the following as the respective places for giving of notice:

By certified mail, return receipt requested, to the following addresses:

AS TO CITY: City of Fort Lauderdale

City Manager

100 North Andrews Avenue Fort Lauderdale, Florida 33301

WITH COPY TO: City of Fort Lauderdale

City Attorney

100 North Andrews Avenue Fort Lauderdale, Florida 33301

Bryan Greene

Parking Services Manager

Transportation and Mobility Department

290 NE 2nd Avenue

Fort Lauderdale, FL 33301

AS TO CHURCH: First Presbyterian Church

Church Administrator 401 SE 15th Avenue

Fort Lauderdale, Florida 33308

or to such other addresses as the parties may by writing designate to the other party.

10. Amendments. No modification, amendment, or alterations in the terms or conditions to this agreement shall be effective unless contained in a written document, executed with the same formality herein.

11. Public Records.

IF THE CHURCH HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CHURCH'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV, ADDRESS: CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301.

Church shall comply with public records laws, and Church shall:

- 1. Keep and maintain public records required by the City to perform the service.
- 2. Upon request from the Church'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 (2023), as may be amended or revised, or as

otherwise provided by law.

- 3. 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 completion of the contract if the Church does not transfer the records to the City.
- 4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Church or keep and maintain public records required by the City to perform the service. If the Church transfers all public records to the City upon completion of the Contract, the Church shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Church keeps and maintains public records upon completion of the Contract, the Church shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- 12. No Assignment. This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Church without the prior written consent of the City Manager. For purposes of this Agreement, any change of ownership of Church shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.
- **13. No Waiver.** Failure of City to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.
- 14. Force Majeure. The City will be excused from the performance of the City's obligations under this Agreement when and to the extent that City's performance is delayed or prevented by any circumstances beyond City's control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, pandemics, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance.
- **15. Legal Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal authority to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in the Agreement.
- **16. Joint Preparation.** Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this

Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaningand not strictly for or against any party.

- Severability. If any provision of this Agreement, or its application to any personor situation, is deemed invalid or unenforceable for any reason and to any extent, the remainder of this Agreement, or the application of the remainder of the provisions, shall not be affected. Rather, this Agreement is to be enforced to the extent permitted by law. The captions, headings and title of this Agreement are solely for convenience of reference and are not to affect its interpretation. Each covenant, term, condition, obligation or other provision of the Agreement is to beconstrued as a separate and independent covenant of the party who is bound byor who undertakes it, and each is independent of any other provision of this Agreement, unless otherwise expressly provided. All terms and words used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and other gender, as the context requires.
- 18. No Third-Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third personor entity under this Agreement. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall beentitled to assert a claim against any of the parties based on this Agreement.
- 19. Governing Law. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- **20. No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by City.
- **21. Emergency Termination.** In the event of emergency, the City may cancel this Agreement during the term hereof upon twenty-four (24) hours written notice to the other party of its desire to terminate this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

	CITY
	CITY OF FORT LAUDERDALE
	By: DEAN J. TRANTALIS Mayor
	Date:, 2023
ATTEST:	
DAVID R. SOLOMAN City Clerk	
	By: GREG CHAVARRIA City Manager
	Date:, 2023
(Corporate Seal)	
	Approved as to form and correctness: D'WAYNE M. SPENCE, Interim City Attorney
	By:KIMBERLY CUNNINGHAM MOSLEY Assistant City Attorney

First Presbyterian Church

WITNESSES:	FIRST PRESBYTERIAN CHURCH OF FORT LAUDERDALE, FLORIDA, INC., a Florida not-for profit corporation
Signature	PAUL T. WEBER President
[Witness print/type name]	
Signature	
[Witness print/type name]	
CORPORATE SEAL	
STATE OF: COUNTY OF:	
presence or □ online notarization, th	cknowledged before me by means of □ physicalis day of,2023, by PAUL Terian Church of Fort Lauderdale, Florida, Inc., a
(NOTARY SEAL)	
	Notary Public, State of (Signature of Notary taking Acknowledgment)
	Name of Notary Typed, Printed or Stamped
	My Commission Expires:
	Personally Known OR Produced Identification Type of Identification Produced

SKETCH & DESCRIPTION LOTS 8, 9, 10, 11 & 12,

BLOCK 34 (P.B. 1, PG. 17, B.C.R.)

CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

LAND DESCRIPTION:

Lots 8, 9, 10, 11 and 12, Block 34, COLEE HAMMOCK, according to the Plat thereof as Recorded in Plat Book 1, Page 17 of the Public Records of Broward County, Florida.

Said land lying in Fort Lauderdale, Florida, containing 36,570 square feet, more or less.

SURVEYOR'S NOTES:

- 1. Reproductions of this Sketch are not valid without the signature and the original seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
- No Title Opinion or Abstract to the subject property has been provided. It is possible that there are
 Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject
 property. No search of the Public Records has been made by the Surveyor.
- 3. The land description shown hereon was prepared by the Surveyor.
- 4. Bearings shown hereon are relative to said plat, based on the north line of Block 34 having a bearing of N88'46'20"E.
- 5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
- 6. Abbreviation Legend: B.C.R. = Broward County Records; F.B. = Field Book; L.B. = Licensed Business; P.B. = Plat Book; P.G. = Page; P.L.S. = Professional Land Surveyor.

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J—17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

8/7/2020

NOT VALID WITHOUT SHEETS 1 AND 2 JOHN T. DOOGAN, P.L.S. Florida Registration No. 4409 AVIROM & ASSOCIATES, INC. L.B. No. 3300

REVISIONS

ON & ASSOCIATION OF THE PROPERTY OF

AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING

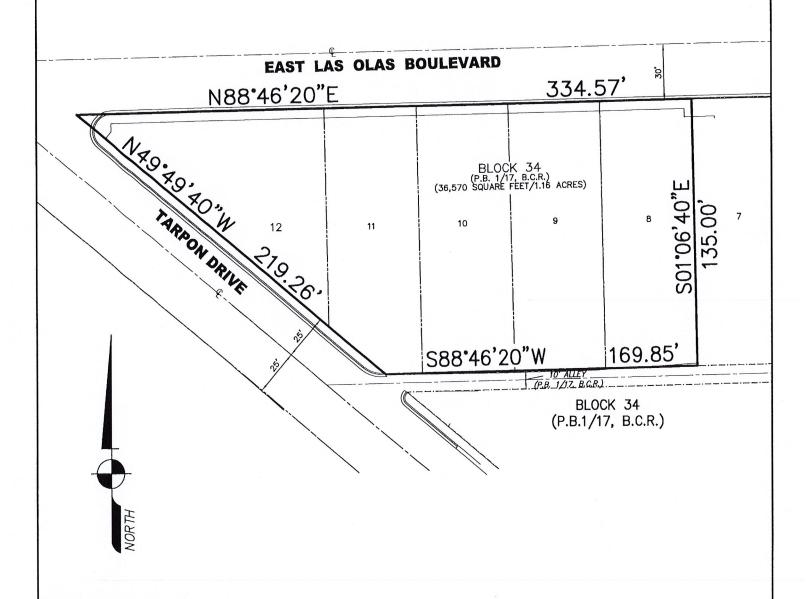
50 S.W. 2nd AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 (561) 392-2594 / www.AVIROMSURVEY.com

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JOB #:	6770-23
SCALE:	1" = 50'
DATE:	08/07/2020
BY:	W.R.E.
CHECKED:	J.T.D.
F.B	PG
SHEET:	1 OF 2

SKETCH & DESCRIPTION LOTS 8, 9, 10, 11 & 12, BLOCK 34

(P.B. 1, PG. 17, B.C.R.)
CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA



NOT VALID WITHOUT SHEETS 1 AND 2

REVISIONS	
	COM & ASSOCIA
	STABLISHED 1981

AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING

50 S.W. 2nd AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 (561) 392-2594 / www.AVIROMSURVEY.com

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JOB#:	6770-23	
SCALE:	1" = 50'	
DATE:	08/07/2020	
BY:	W.R.E.	
CHECKED:	J.T.D.	
F.B	PG	
SHEET:	2 OF 2	

SKETCH & DESCRIPTION **LOT 13 & A PORTION**

OF LOT 14, BLOCK 34 (P.B. 1, PG. 17, B.C.R.) CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

LAND DESCRIPTION:

Lot 13, Block 34, and the West 6.37 feet of Lot 14, Block 34, COLEE HAMMOCK, according to the Plat thereof as Recorded in Plat Book 1, Page 17 of the Public Records of Broward County, Florida; being more particularly described as follows:

Begin at the Northwest corner of said Lot 13, Block 34, thence N88'46'20"E, along the North line of said Lots 13 and 14, a distance of 164.77 feet; thence S01°06'40"E, along a line that is 6.37 feet East and parallel to the West line of said Lot 14, Block 34, a distance of 145.00 feet; thence N49'49'40"W, along the Southwest lot line of said Lots 13 and 14, Block 34, a distance of 219.26 feet to the Point of Beginning.

Said land lying in Fort Lauderdale, Florida, containing 11,945 square feet, 0.2742 acres, more or less.

SURVEYOR'S NOTES:

- Reproductions of this Sketch are not valid without the signature and the original seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
- No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
- The land description shown hereon was prepared by the Surveyor.
- Bearings shown hereon are relative to said plat, based on the north line of Lot 13, Block 34 having a bearing of N88'46'20"E.
- Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
- Abbreviation Legend: B.C.R. = Broward County Records; F.B. = Field Book; L.B. = Licensed Business; P.B. = Plat Book; PG. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning.

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

NOT VALID WITHOUT SHEETS 1 AND 2

JOHN T. DOOGAN, P.L.S.

Florida Registration No. 4409 AVIROM & ASSOCIATES, INC.

L.B. No. 3300

REVISIONS

REVISE 09/17/2020



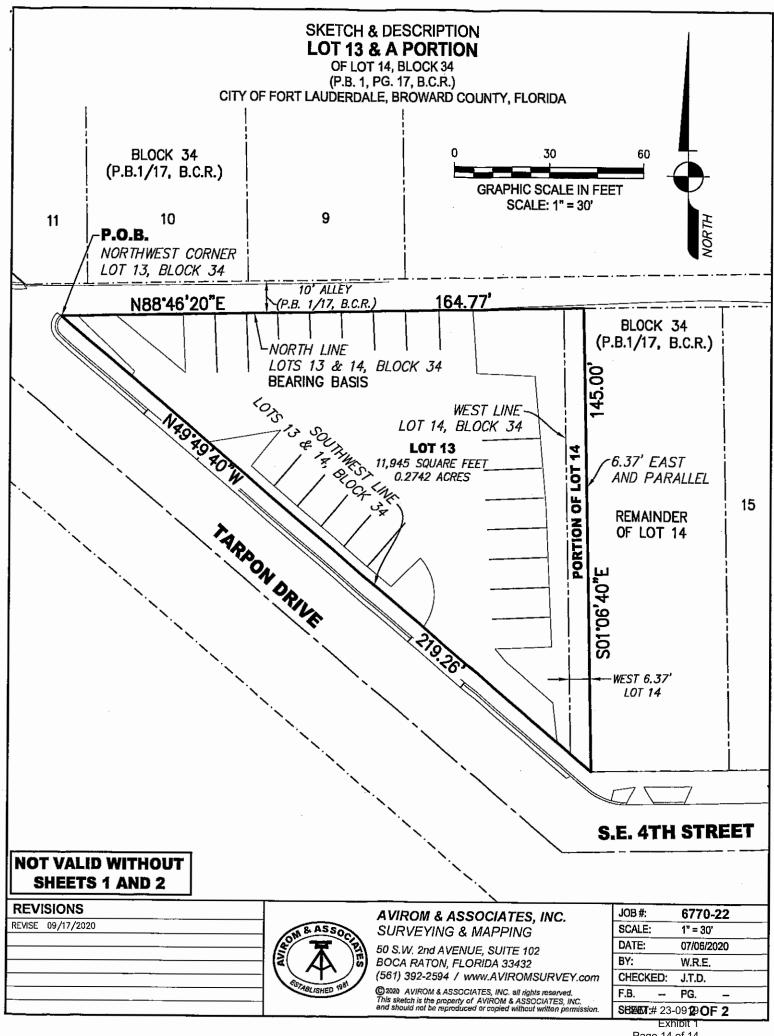
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JOB#:	6770-22
SCALE:	1" = 30'
DATE:	07/06/2020
BY:	W.R.E.
CHECKED:	J.T.D.
F.B. –	PG
SHEET# 22	0041 OF 2



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