PARKING ENFORCEMENT AGREEMENT

THIS IS AN AGREEMENT, entered into on the 23 day of April, 2018, between:

CITY OF FORT LAUDERDALE, a municipal corporation of the state of Florida, hereinafter referred to as "City",

and

First Baptist Church of Ft. Lauderdale, Inc., a Florida non-profit corporation, hereinafter referred to as "Church"

WHEREAS, pursuant to motion adopted at its meeting of April 17 2018, the City Commission of the City of Fort Lauderdale, Florida authorized the proper City officials to enter into this Agreement; and

WHEREAS, Church is the owner of a certain parking lot located at 301 East Broward Blvd, Fort Lauderdale, Florida 33301, (See attached Exhibit "A",)

WHEREAS, Property above defined is deemed a public access lot and permits thoroughfare and parking for the general public; 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 lot in accordance with the terms and conditions set forth in this agreement, to ensure that patrons pay the parking fees due and, as necessary enforce payment of the parking fees at a minimum by issuing citations to violators. Such monitoring shall include, but may not be limited to, the physical patrol of the Property 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 lot; 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. Recitations. 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. The term of this Agreement shall be for a period of one (1) year commencing on the date of execution by all parties unless otherwise terminated as provided herein, with an option for three (3) 1-year renewals of this Agreement.

4. This Agreement and any option of renewal may be terminated with or without cause at any time by either party upon thirty (30) days written notice.

5. The Church warrants and represents to the City that it is the owner of the property and further represents and warrants that the property is presently used as a parking area.

6. The Church agrees to notify the City as to the days and times of enforcement hours. The City agrees to implement a two week grace period of citation warning at the start of the agreement.

7. The Church agrees that the City shall have the right of ingress and egress to the aforementioned property for any and all purposes required by the City pertaining to the use of the property as parking lots. The enforcement of ordinances applicable to such parking shall be accomplished by the City.

8. The City will determine the frequency of visits and length of time for enforcement services which shall include the physical patrol of the property as covered under this Agreement, unless instructed by Church in writing not to enforce during certain days or hours. Enforcement for this parking lot will be added to the "Zone One" enforcement zone coverage and monitored during the hours of operation.

9. In exchange for providing parking lot enforcement services, the City shall retain all revenues derived from parking citations issued on said properties noted herein or as may be amended from time to time.

10. The City is a self-insured entity, and therefore, any and all claims arising as a result of the City's use of the Property shall be processed through City's Risk Management Office. Each party agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. However, nothing contained herein shall constitute a waiver by the City of its sovereign immunity protection or of its rights and limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

11. The Church shall protect, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses including attorney's fees or liabilities of every kind, nature or degree arising out of or in

connection with the rights, responsibilities and obligations of Church under this Agreement, but only to those conditions contained herein.

12. At all times during the term of this Agreement, Church, at its expense, shall keep or cause to be kept in effect the following insurance coverage:

(a) General liability insurance policy, in standard form, insuring Association and City as an additional insured, against any and all liability for bodily injury or property damage arising out of or in connection with this Agreement and the license granted herein with a policy limit of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) general aggregate and shall name the City as an additional insured. All such policies shall cover the activities under the Agreement, including, but not limited to the possession, use, occupancy, maintenance, repair, and construction of additions, modifications, renovations or demolition of the Leased premises or portions thereof. This policy shall not be affected by any other insurance carried by City.

(b) The minimum limits of coverage under subsection (a) may be adjusted by City, in City's sole discretion, every five (5) years, on the anniversary date of the Effective Date of this Lease, in accordance with the increase or decrease in the Consumer Price Index for "All Urban Consumers, U.S. All Items (1982 – 1984 = 100)" (hereinafter, CPI) published by the Bureau of Labor Statistics of the United States Department of Labor, or any comparable successor or substitute index designated by City. For the purposes of this subparagraph, the beginning CPI figures shall be the most recently published index figures in effect as of the Effective Date hereof. On the date(s) of adjustment, the adjusting figures shall be the most recently published figures in effect on the subject adjustment date(s).

13. 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 personal injuries to the Church or any of Church's subtenants, agents, servants, employees, contractors, guests, or invitees or to trespassers on the Properties.

14. 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.

15. All notices required by law and by this Agreement to be given by one party to the other shall be in writing, and the same shall only be deemed given if as follows:

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

CITY:

City of Fort Lauderdale
City Manager
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

First Baptist Church
Executive Pastor
301 East Broward Blvd
Fort Lauderdale, Florida 33301

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

16. All modifications or amendments to this agreement shall only be effective upon written and executed instrument by both parties.

17. Public Records: Pursuant to Section 119.0701, Florida statutes, any party contracting with the City of Fort Lauderdale is required to:

(a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement;

(b) provide the public with access to public records on the same terms and conditions that Church would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

(d) Meet all requirements for retaining public records and transfer, at no cost, to First Baptist Church all public records in that party's possession upon termination of its contract with and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to Church in a format that is compatible with First Baptist Church information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public

documents request served upon it pursuant to Section119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

[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

WITNESSES:

CITY OF FORT LAUDERDALE

By: _____
DEAN J. TRANTALIS, Mayor

ATTEST:

_____
JEFFREY A. MODARELLI, City Clerk

By: _____
LEE R. FELDMAN, City Manager
FOR

(Corporate Seal)

Approved as to form:
ALAIN E. BOILEAU, Interim City Attorney

By: _____
KIMBERLY CUNNINGHAM MOSLEY,
Assistant City Attorney

First Baptist Church

WITNESSES:

Lorie Chieacts

[Witness print/type name]

Gary Longstaff II

[Witness print/type name]

FIRST BAPTIST CHURCH OF FT. LAUDERDALE, INC., a Florida non-profit corporation.

John M. Jones

[Print Name, check title]

☐ President ☐ Vice President

☒ Authorized Signatory (Please provide corporate authorization)

ATTEST:

K. Denise Robertson

Secretary

K. Denise Robertson

[Print Name]

CORPORATE SEAL

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 23 day of April, 2018, by John M. Jones as Executive Pastor of FIRST BAPTIST CHURCH OF FT. LAUDERDALE, INC., a Florida non-profit corporation, who is ☐ personally known to me or ☐ has produced _____ as identification.

(NOTARY SEAL)

K. DENISE ROBERTSON
MY COMMISSION # FF 113345
EXPIRES: June 17, 2018
Bonded Thru Notary Public Underwriters

K. Denise Robertson

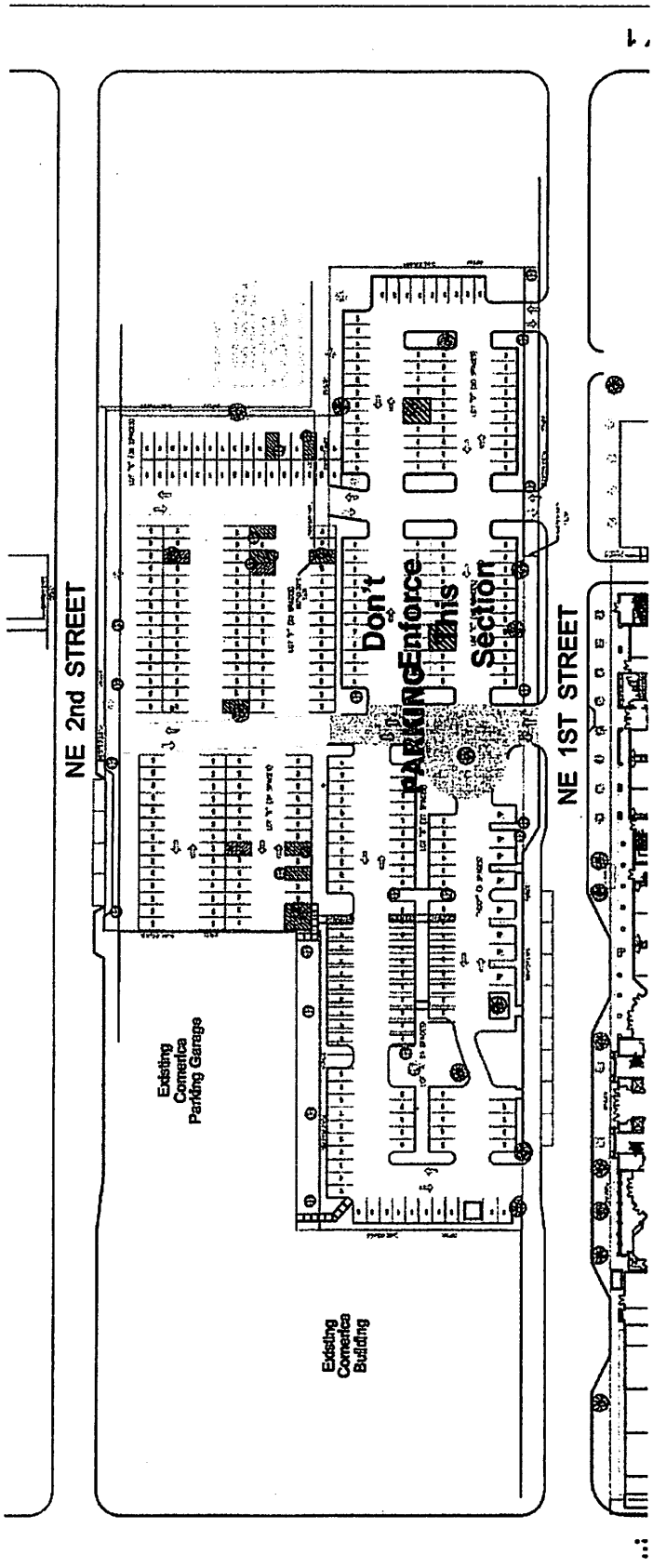
Notary Public, State of Florida
(Signature of Notary Taking Acknowledgment)

K. Denise Robertson

Name of Notary Typed, Printed or Stamped

My Commission Expires: 6-17-2018
Commission Number: FF113345

Exhibit "A"


NE 2nd STREET
NE 1ST STREET
Don't Enforce this Section
PARKING
Existing Comerica Parking Garage
Existing Comerica Building

3 L G
4/27/18

COMMISSION AGENDA ITEM DOCUMENT ROUTING FORM

Today's Date: 4/25/2018

DOCUMENT TITLE: Parking Enforcement Agreement with First Baptist Church, Inc.

COMM. MTG. DATE: 4/17/2018 **CAM #:** 18-0391 **ITEM #:** CM-8 **CAM attached:** ☒YES ☐NO

Routing Origin: CAO **Router Name/Ext:** Astrid Sperling/5001 **Action Summary attached:** ☒YES ☐NO

CIP FUNDED: ☐ YES ☐ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least $50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

---

1) City Attorney's Office: Documents to be signed/routed? ☒YES ☐NO # of originals attached: 3

Is attached Granicus document Final? ☒YES ☐NO Approved as to Form: ☒YES ☐NO

Date to CCO: 4-25-18 Kimberly Mosley (Attorney's Name) KM (Initials)

---

2) City Clerk's Office: # of originals: 3 **Routed to:** Gina Ri/CMO/X5013 **Date:** 4/25/18

---

3) City Manager's Office: CMO LOG #: APR-88 Document received from: 4/25/18

Assigned to: L. FELDMAN ☐ S. HAWTHORNE ☐ C. LAGERBLOOM ☒
L. FELDMAN as CRA Executive Director ☐

☐ APPROVED FOR LEE FELDMAN'S SIGNATURE ☐ N/A FOR L. FELDMAN TO SIGN

PER ACM: **S. HAWTHORNE** _____ (Initial/Date) **C. LAGERBLOOM** _____ (Initial/Date) ☐ **PENDING APPROVAL** *(See comments below)*
Comments/Questions:

Forward 3 originals to ☒ Mayor ☐ CCO **Date:** 4/26/18

---

4) City Clerk's Office: Retains **1** original and forwards **2** originals to: **Donna Varisco / #3764**
Attach __ certified Reso # ☐YES ☐NO
Original Route form to Astrid Sperling

Rev. 7/6/16