

DOCUMENT ROUTING FORM

① ✓ 7/24/13 (L)

NAME OF DOCUMENT: FACILITY USE AGREEMENT BETWEEN CITY OF FORT LAUDERDALE AND ELECTRONIC DOOR-LIFT, INC.

Approved Comm. Mtg. on July 2, 2013 CAM #13-0978

ITEM: ☐ M - 5 ☐ PH - ☐ O - ☐ CR - ☐ R

Routing Origin: ☐ CAO ☐ ENG. ☐ COMM. DEV. ☐ OTHER

Also attached: ☐ copy of CAR ☐ copy of document ☐ ACM Form ☐ # originals

By: forwarded to:
Initials

1.) Approved as to Content: William C. Jackson
Department Director

Capital Improvements 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, fixtures) that add value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

Please Check the proper box: CIP FUNDED ☐ YES ☐ NO
Capital Improvement Projects

2.) Approved as to Funds Available: by Date:
Finance Director

Amount Required by Contract/Agreement \$ Funding Source:

Dept./Div. Index/Sub-object Project #

3.) City Attorney's Office: Approved as to Form: # Originals to City Mgr. By:

| | | | | | |
|------------------|-------|--------------------|-----------|-------------------|-------|
| Harry A. Stewart | _____ | Cole Copertino | _____ | Robert B. Dunckel | _____ |
| Ginger Wald | _____ | D'Wayne Spence | _____ | Paul G. Bangel | _____ |
| Carrie Sarver | _____ | DJ Williams-Persad | <u>pw</u> | | |

4.) Approved as to content: Assistant City Manager:

By: Stanley Hawthorne, Assistant City Manager By: Susanne Torriente, Assistant City Manager

5.) City Manager: Please sign as indicated and forward originals to Mayor.

6.) Mayor: Please sign as indicated and forward originals to Clerk.

7.) To City Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

8.) City Clerk: forward one copy to: Battalion Chief John C. McLoughlin

☐ Original Route form to Glynis Burney

2013 JUL - 1 PM 2:00
RECEIVED
FT. LAUDERDALE
CITY ATTORNEY'S OFFICE

7/18

AGREEMENT

THIS IS AN AGREEMENT made and entered into on this 18th day of July, 2013 by and between:

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

And

ELECTRONIC DOOR-LIFT, INC., a Florida
corporation, hereinafter referred to as
"OWNER"

WHEREAS, OWNER owns a number of garage doors that are no longer needed and will be disposed of; and

WHEREAS, OWNER has offered CITY the ability to use these garage doors on its property located at 6601 NW 15th Avenue, Fort Lauderdale, Florida, 33309 for the purpose of fire-rescue training; and

WHEREAS, the City finds a public purpose in allowing fire-rescue personnel to be able to use these garage doors for training; and

WHEREAS, at its meeting of July 2, 2013, the City Commission authorized the execution of this Agreement;

NOW, THEREFORE, for and in consideration of the recitals, the mutual promises, covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **TERMS OF AGREEMENT**

- A. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.
- B. OWNER hereby provides written permission for the CITY to use a portion of its owned property at 6601 NW 15th Avenue, Fort Lauderdale, Florida 33309, hereinafter known as the "Lot" and the garage doors that will be identified by OWNER or an authorized representative of OWNER prior to training for the following purposes and in accordance with the terms described herein:

Fire-Rescue Department training, including:

Forcible Entry with both manual and power operated tools on garage doors

- C. The Owner will be responsible for removing any debris including the garage doors used as a result of the training program described herein.
- D. The term of this Agreement shall commence on July 3, 2013 and end on June 30, 2015. OWNER shall notify CITY of the specific dates and times that the garage doors and the Lot shall be available for CITY use.

CITY and OWNER reserve the right to terminate this Agreement for any reason upon 10 days prior written notice to the other party.

2. COMPLIANCE WITH LAWS, PERMITS AND FEES

CITY and OWNER are responsible for complying with all applicable local, state and federal taxes, permitting and licensing requirements. CITY and OWNER shall at all times comply with all federal, state, county, and municipal laws, rules, regulations and ordinances or any other governmental agency that has jurisdiction.

CITY shall obtain and pay for, in advance, any permit, license and applicable fees required during CITY's use of Lot for fire-rescue training activities.

3. ASSIGNABILITY

CITY shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement, whether by assignment or novation, without prior written approval of OWNER.

4. SEVERABILITY

If any section, subsection, sentence, clause, provision, or portion of this Agreement shall be held invalid for any reason, the remainder of this Agreement shall not be affected thereby.

5. NON-WAIVER

Failure of the CITY to insist upon the strict performance of any of the covenants, conditions and agreements of this Agreement in any one or more instances shall not be construed as a waiver or relinquishment in the future of any such covenants, conditions and agreements.

6. INSURANCE/INDEMNIFICATION

- A. OWNER shall purchase and maintain continuously during the term of this Agreement, comprehensive general liability insurance with minimum combined single limits of \$1,000,000.00 per occurrence. CITY shall be included under said insurance policy as an additional insured. Owner shall provide certificates of insurance to the CITY prior to commencement of activities under this Agreement for the Risk Manager to determine acceptability by the CITY. CITY shall be provided with a thirty (30) day Notice of Cancellation prior to any insurance cancellation.
- B. OWNER agrees to indemnify and hold harmless CITY, as well as its employees and agents, against any and all damage including but not limited to death or injury, property damage, claims, suits, actions, judgments, attorney fees and court costs arising out of, attributable to or in any way connected with, the acts, omissions, negligence, willful or intentional misconduct of OWNER, its subcontractors, employees and agents in connection with activities arising out of or related to this Agreement. This Section shall survive termination of the Agreement.
- C. It is specifically agreed by CITY, that to the limitations set forth in Section 768.28, Florida Statutes, it will indemnify and hold harmless, Owner, from and against all damages, claims and losses to persons or property (except the garage doors and Lot specified herein), in connection with the CITY's use pursuant to this Agreement. Nothing in this Agreement shall be construed or interpreted to serve as a waiver of sovereign immunity by City such that liability is extended beyond the limitations established by Section 768.28, Florida Statutes. Owner agrees to indemnify and hold the CITY harmless for any damages to the garage doors identified herein caused as a result of the CITY's Fire-Rescue Department training program described herein. This Section shall survive termination of the Agreement.
- D. It is specifically understood and agreed that the consideration inuring to CITY for the execution of this Agreement is the simultaneous permission granted by Owner authorizing and approving the CITY to use the property and garage doors as referenced hereinabove for the training set out hereinabove and Owner holding the CITY harmless for any damages to the garage doors caused as a result of the aforesaid Fire-Rescue Department training program.

7. AMENDMENT

No modification, amendment or alteration of terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith. Any changes regarding the use of the facility must be mutually agreed upon by both USER and CITY and incorporated in a written amendment(s) to this Agreement.

8. NOTICE - When either party desires to give notice unto the other, it shall be given by written notice, sent certified by U.S. Mail, return receipt requested, addressed to the party to whom it is intended, at the places last specified, and the places for giving notice shall remain such until they are changed by written notice in compliance with this subsection. For the present, the parties designate the following as respective places for giving notice, to wit:

FOR CITY:

City of Fort Lauderdale
Attn: City Manager
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

FOR USER:

Electronic Door-Lift, Inc.
Attn: John Trout
6601 NW 15th Avenue
Fort Lauderdale, FL 33309

9. GOVERNING LAW

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

10. EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between CITY and USER and supersedes all prior negotiations, representations or agreements, either written or oral.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGES FOLLOW]

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

WITNESSES:

Safecar Ali

[Witness type/print name]

Grip Blumel

[Witness type/print name]

(CORPORATE SEAL)

CITY OF FORT LAUDERDALE

By

JP Vecker
Mayor

By

Ruf-ld
City Manager

ATTEST:

Jonda K. Joseph
City Clerk

Approved as to form:

Arb. [Signature]
Assistant City Attorney

Client#: 3838

ELECTDOO

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/10/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| PRODUCER Cypress Insurance Group PO Box 9328 Fort Lauderdale, FL 33310-9328 954 771-0300 | | CONTACT NAME: Joyce Simpson PHONE (A/C, No, Ext): 954 771-0300 FAX (A/C, No): 954 772 9424 E-MAIL ADDRESS: JoyceS@CypressInsurance.Com | |
| INSURED Electronic Door-Lift, Inc DBA Gatmasters, American Metal Fabricators 6601 NW 15th Avenue Ft. Lauderdale, FL 33309 | | INSURER(S) AFFORDING COVERAGE INSURER A: FCCI Insurance Group Inc. INSURER B: Bridgefield Employers Ins. Co. INSURER C: INSURER D: INSURER E: INSURER F: | NAIC # 10178 10701 |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded: \$500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | GL00146912 | 03/01/2013 | 03/01/2014 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | CA00154084 | 03/01/2013 | 03/01/2014 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000 | | | UMB00102824 | 03/01/2013 | 03/01/2014 | EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | 83029851 | 03/01/2013 | 03/01/2014 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Workers Compensation applies Florida operations and Florida employees only.

Projec: Fire Rescue Department Training

Blanket Additional Insured Form #CGL084 1108 applies to the General Liability Policy for the above project and is deemed to include City of Fort Lauderdale as additional insured per written contract or agreement.

CERTIFICATE HOLDER

CANCELLATION

City of Fort Lauderdale
 Attn: City Manager
 100 N. Andrews Avenue
 Fort Lauderdale, FL 33301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Roger B. Bond

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