

PARKING LOT LICENSE AGREEMENT

This Parking Lot License Agreement (this "Agreement") is made November 1, 2014, between the City of Fort Lauderdale, a municipal corporation organized under the laws of Florida, having its administrative offices at 100 N. Andrews Avenue, Fort Lauderdale, Florida 33301, (the "City"), and the Florida Department of Environmental Protection, Division of Recreations and Parks, having its administrative offices at 3900 Commonwealth Blvd., MS 500, Tallahassee, Florida 32399 ("Department").

SECTION ONE. LICENSE

Subject to the terms and conditions of this Agreement, the Department grants the City a license to use, in common with other licensees and the public, a portion of the Birch State Park ("Park") Parking Lot (the "Parking Lot").

Residents of Fort Lauderdale in possession of Beach Parking Passes issued by the City may use and occupy unreserved parking spaces in the Parking Lot, without paying the Park entrance fee provided that a space is available upon entry, on the indicated dates at the indicated times for the following express purposes and no other purpose: Parking is for normal passenger vehicles only, including pickup trucks and passenger vans. Parking shall be available on a first-come, first-served basis. The Department shall in no manner be obligated to provide any particular parking space nor does the Department guarantee that a space will be available. No refunds or credits on the purchase of the license under this Agreement will be issued due to variations in Parking Lot operation during the indicated dates, unless otherwise noted in this Agreement.

SECTION TWO. COMPENSATION

In return for waiving the Park entrance fee for Fort Lauderdale Residents with a Beach Parking Pass, the City of Fort Lauderdale would pay the Florida State Park Trust Fund \$20,000 in exchange for admission of not more than 4000 annual individual automobile admissions by Fort Lauderdale resident Beach Pass holders. If the number of cars exercising this opportunity exceeded 4,000 within 12 months of execution of this Agreement (NOT on a Fiscal Year basis), The Department may then request additional funds to cover the future cost of this impact.

SECTION THREE. TERMS AND DATES

This is a temporary license agreement. This Agreement will become effective on execution of all parties and will end on October 31, 2015. Birch State Park is open from 8 am to sunset 365 days a year. City of Fort Lauderdale Residents with a Beach Parking Pass may only use the Parking Lot at those times. This license may be renewed for an additional year subject to the agreement of both parties.

SECTION FOUR. PARKING SPACE AVAILABILITY

City acknowledges that this Agreement does not guarantee in any way that a parking space will be available. This Agreement gives City of Fort Lauderdale Residents with Beach Parking Pass permission to park in the Parking Lot without paying the Park entrance fee as spaces are available.

SECTION FIVE. NO LIABILITY FOR LOSS OR DAMAGE

City agrees that the Department will not accept the vehicle in bailment or for safekeeping; nor shall the Department be responsible for loss or damage to any vehicle or its contents by fire, vandalism, theft or any other cause, nor for loss, damage or injury by or to other customers or any other personal injury of any nature. City agrees that the Department shall have no duty to provide security, and that the Department does not assume any obligation to provide for the security of the Parking Lot or to protect individuals using the Parking Lot, or vehicles or property in the Parking Lot, from criminal activities.

SECTION SIX. DAMAGE TO PROPERTY

If any Fort Lauderdale Residents using the Parking Lot damages any personal property in the Park, or damages any Park equipment, in addition to any liability the Fort Lauderdale Resident or City may have for any claims, losses or costs arising out of such damage, the Department may prohibit the individual Fort Lauderdale Resident from using the Parking Lot for the remainder of the Agreement or terminate this Agreement.

SECTION SEVEN. TERMINATION

A. An event of default shall be deemed to occur should any of the following events happen:

1. Failure of the City to timely pay \$20,000 into the State Park Trust Fund;
3. Repeated failure of Fort Lauderdale Residents to obey the statutes and rules of the Department during the term of the Agreement; or
4. Failure of the City to comply with any other term or condition of this Agreement, including any amendments to this Agreement.

B. In the event of default, the Department shall notify City in writing of the default, and the Department may terminate this Agreement immediately upon notice to the City, without penalty or liability to the Department, and the Department may retain all fees previously paid.

C. The Department may terminate this Agreement for convenience at any time and will refund to City any unearned portion of payments.

SECTION EIGHT. RULES

The City acknowledges receipt of a copy of Part I Chapter 258, Florida Statute, and Chapter 62D-2, F.A.C. The City agrees to provide a copy of the statutes and rules to all Fort Lauderdale Beach Parking Pass holders who use the Parking Lot. All Fort Lauderdale Resident Parking Pass holders must comply with Florida State Park statutes and rules and Hours of Operation.

SECTION NINE. FORCE MAJEURE

If either (1) the Parking Lot or any portion of the Parking Lot shall be destroyed or damaged by fire or other calamity or order of a government authority at the federal, state, or local levels, so as to prevent the use of the Parking Lot for the purposes and during the periods specified in this Agreement, or (2) the use of the Parking Lot by Fort Lauderdale Resident Beach Parking Pass holders shall be prevented by acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, material or labor restriction by any governmental authority, civil riot, flood, drought or any other cause beyond the reasonable control of the Department or the City, then this Agreement shall terminate upon at least five days' written notice, if practicable, to the other party that such an event of "force majeure" has occurred and prevented performance by the party experiencing the event of force majeure. In the event of a termination by reason of force majeure, the Department shall not be liable or responsible to City for any damages caused by such event and City waives all claims against the Department, its officials, employees and agents, for damages sustained by reason of such termination, except that any unearned portion of payments due under this Agreement shall abate, or, if previously paid, shall be refunded by the Park Manager to City within thirty days of notice of termination.

SECTION TEN. RIGHT TO EJECT

The Department and the Park Manager reserve the right to eject or cause to be ejected from the Park any person engaging in or conducting himself in a manner disruptive, abusive or offensive to other patrons at or in the Park. Neither the Department, the Park Manager, nor any of their officers, agents or employees shall be liable to City for any damages that may be sustained by City through the Department's or the Park Manager's exercise of such right.

SECTION ELEVEN. CLOSURE OF PARKING LOT

The Park reserves the right to close the Parking Lot for repairs and maintenance. When closing the Parking Lot, the Department shall seek to avoid any inconveniences to Fort Lauderdale Residents Beach Parking Pass holders. No refunds will be given when the Parking Lot is closed for periods.

SECTION TWELVE. TOWING

The parties agree that the Department shall have the right, without further notice to Fort Lauderdale Residents, to have towed any vehicle that is parked in the Parking Lot illegally or in violation of posted signs.

SECTION THIRTEEN. MATTERS NOT COVERED BY AGREEMENT

Any decision concerning a matter not specifically covered by this Agreement, on subject matters reasonably inferable from the terms of this Agreement, shall rest solely within the reasonable discretion of the Park Manager.

SECTION FOURTEEN. SEVERABILITY

Should any clause, paragraph, sentence or section of this Agreement be determined to be void, illegal or otherwise

unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall not be rendered void and enforceable as a result but rather shall remain in full force and effect.

SECTION FIFTEEN. NO ASSIGNMENT

City may not assign its rights, obligations or duties under this Agreement without first receiving the written consent of the Park Manager.

SECTION SIXTEEN. INDEMNIFICATION

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

SECTION SEVENTEEN. NO WAIVER

The Park Manager's acceptance of the \$20,000 or failure to complain of any action, no action or default of City, whether singular or repetitive, shall not constitute a waiver of any of the Department's rights. If City's payment of any sum due the Department is accompanied by written conditions or is represented by City to be a settlement or satisfaction of any obligation, the Park Manager may accept and deposit such moneys without being bound by such conditions or representations unless the Park Manager so agrees expressly in a separate written instrument. The Park Manager's waiver of any right of the Department, or any default of City's, shall not constitute a waiver of any other right or constitute waiver of any other default or any subsequent default. The Department's agents and representatives do not have authority to make any changes to this Agreement except by authorized written amendments signed by the Park Manager.

SECTION EIGHTEEN. ENTIRE AGREEMENT; AMENDMENTS

This Agreement constitutes the entire agreement between the parties, and supersedes any and all previous written or oral agreements or representations between the parties. This Agreement may only be amended in writing signed by both parties.

SECTION NINETEEN. GOVERNING LAW

This Agreement is made under the laws of Florida, and any disputes that arise under or related to this Agreement shall be governed by the laws of Park, without regard to its conflicts of law principles. Venue for any legal action involving this Agreement shall be in Leon County, Florida.

SECTION TWENTY. NOTICES

Any notice under this Agreement shall be given by certified mail, overnight mail, or by personal delivery, and shall be effective upon receipt. Notice shall be sent to the following address:

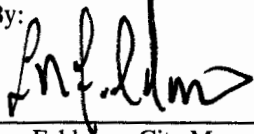
If to Department: John Maehl, Bureau Chief, Florida Park Service District 5, 13798 SE Federal Highway, Hobe Sound, FL 33455

If to City: Lee R. Feldman, ICMA-CM, City Manager, City of Fort Lauderdale, 100 N. Andrews Avenue, Fort Lauderdale, Florida 33301

The parties have executed this Agreement, this the 1st day of November, 2014.

The City of Fort Lauderdale

By:



Lee Feldman, City Manager

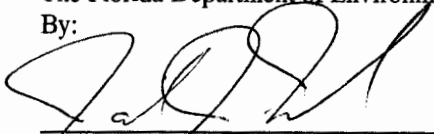
Approved as to form:



Cole J. Copertino, Assistant City Attorney

The Florida Department of Environmental Protection

By:



John Maehl, District 5 Bureau Chief