

LIMITED MOTOR VEHICLE PARKING LICENSE AGREEMENT
BETWEEN
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
AND
THE CITY OF FORT LAUDERDALE
CONTRACT NO: DMS-2223-XXX

I. Parties

This Limited Motor Vehicle Parking License Agreement (hereinafter referred to as "Agreement"), is made and entered into by and between the Department of Management Services ("Department"), located at 4050 Esplanade Way, Suite 335, Tallahassee, Florida 32399-0950, and the City of Fort Lauderdale ("City"), located at 100 North Andrews Avenue, Fort Lauderdale, Florida 33301, collectively known as the "Parties."

II. Purpose

The purpose of this Agreement is for the Department to grant a conditional license to the City for the use of the parking areas identified in Exhibit A, Premises, at the North Broward Regional Service Center, located at 1400 West Commercial Boulevard, Fort Lauderdale, Florida 33309, hereinafter referred to as the "Premises."

III. Term

This Agreement is effective upon the date last signed and executed by the duly authorized representatives of the Parties to this Agreement. The term shall be for two (2) years, or through February 28, 2025, whichever is later. This Agreement may be renewed for a period of two (2) years by a written and executed agreement by the Parties.

IV. General Provisions

A. Amendments

Either Party may request changes to this Agreement. Any changes, modifications, revisions, or amendments to this Agreement that are mutually agreed upon by and between the Parties to this Agreement, shall be incorporated by written instrument and effective when executed and signed by all Parties to this Agreement.

B. Notification of Termination

1. The Department may terminate this Agreement for convenience at any time. If terminating for convenience, the Department will provide written notification of its intent to terminate the Agreement at least 14 calendar days prior to the termination effective date. Such notification may be made via email to the City's City Manager and the City's Designated Contact Person. The City shall provide acknowledgement of receiving the communication within three business days; if no response of acknowledgement is provided, the Department shall contact the City via telephone to verbally communicate the termination notice with a contemporaneous email confirming the communication.
2. The City may terminate this Agreement for convenience at any time. The City will provide written notification of its intent to terminate the Agreement at least 14 days prior to the termination effective date. Such notification may be made via email to the Department's Designated Contact Person. The Department shall provide acknowledgement of receiving the communication within three business days; if no

response of acknowledgement is provided, the City shall contact the Department via telephone to verbally communicate the termination notice with a contemporaneous email confirming the communication.

C. Designated Contact Persons

1. The Department's Designated Contact Person is:
Ashley Collins
Department of Management Services
Division of Real Estate Development and Management
4050 Esplanade Way, Suite 335
Tallahassee, Florida 32399
850-487-9928
Ashley.Collins@dms.fl.gov
2. The City's Designated Contact Person is:
Ben Rogers, Director of Transportation and Mobility
City of Fort Lauderdale
290 NE 3rd Avenue
Fort Lauderdale, Florida 33301 Telephone (954) 828-3781
brogers@fortlauderdale.gov
3. With Copy to:
Greg Chavarria, City Manager
City of Fort Lauderdale
Office of the City Manager
100 North Andrews Avenue Fort Lauderdale, Florida 33301
Telephone (954) 828-5959
gchavarria@fortlauderdale.gov
4. The Parties' Designated Contact Persons may be updated via email notification to the other Party's Designated Contact Person. Changes to the Parties' Designated Contact Persons do not require a formal written amendment to this Agreement.

D. Terms of Access

1. Purpose of Use: The City is the owner of real property located at Parcels 19B, 25, 26, and 27 at or near the Fort Lauderdale Executive Airport in the City of Fort Lauderdale, Florida, commonly known as the site of DRV PNK Stadium located near to the Premises and wishes to utilize the Premises as overflow parking during events held at the DRV PNK Stadium.
2. Dates of Use: The City may utilize the Premises pursuant to the terms of this Agreement on days that events identified in the event schedule are held at the DRV PNK Stadium. The privileges provided for in this Agreement are expressly pre-conditioned and contingent upon the City providing the schedule for events to be held at the DRV PNK Stadium. The City shall provide the schedule in electronic format via e-mail upon execution of this Agreement and as soon as practicable each year, but no later than March 15th, to the Department's Designated Contact Person and such schedule may, subject to the Department's agreement, be supplemented or amended from time to time.

3. **Hours of Access:** The City and its permittees may access the Premises from 6:00 p.m. until 5:00 a.m. on the dates of events identified in the event schedule of events, unless notified by the Department that the Premises is unavailable due to maintenance issues. The Department will notify the City of Premises unavailability as soon as practicable via email notification to the City's Designated Contact Person.
4. **Identification of Vehicles:** The City will issue appropriate stickers, tickets, tags, decals, or other means, such as electronic transactions or license plate data, of vehicular identification indicating that the parked vehicles are utilized by persons authorized to use the Premises.
5. The City, at its own costs, may enforce parking regulations to ensure that City's authorized parking permit holders adhere to safe parking activity.
6. **Additional Access:** The Department may, at its sole discretion, grant the City additional access outside the scope of this Agreement. The City must request additional access at least 48 hours in advance of its need for additional access via email to the Department's Designated Contact Person. If approved, additional access will be authorized in writing via email.

E. Payment

1. The City shall pay to the Department a fee of \$100.00 annually. The Department will invoice \$100.00 annually on July 1st upon the commencement of this Agreement, and payment is due to the Department within thirty (30) days of receipt of said invoice. Payment shall be remitted by money order or check and mailed to DMS Real Estate Development and Management, P.O. Box 6156, Tallahassee, FL 32314-6156. If this Agreement is noticed for termination, the City will be charged pro rata for the duration of the thirty (30) days.
2. A parking fee for usage of the Premises may be charged. Before December 31st of each year, the City will provide an accounting of the revenue and expenses generated from the parking area. If the net proceeds, revenue minus expenses, exceeds \$14,000.00 for the year, the City will remit 10% of the net proceeds. Expenses should include the annual fee referenced above. The City will remit payment of the Department's share of the collected parking fees to the Department within thirty (30) days of submission of the fee documentation. Payment shall be remitted by money order or check and mailed to DMS Real Estate Development and Management, P.O. Box 6156, Tallahassee, FL 32314-6156.
3. From the effective date of this agreement, up through and including December 31, 2023, the City shall remit 10% for any net proceeds over \$7,000.00.

F. Use of Premises

1. **Limitation of Use:** The City acquires no right or privilege in the Premises except the right to use the Premises as specified in this Agreement. Vehicles parked in areas other than the Premises or parked in the Premises outside of the hours of access may be towed at the vehicle owner's expense.
2. **Signage:** The City is authorized to place temporary signage to educate persons parking in the Premises during events covered under this Agreement. Under no

circumstances shall the City mount any permanent parking signage to the Premises without written consent from the Department.

3. Vehicle Parking: The City will use and occupy the Premises for vehicle parking only. None of City's occupants shall park any vehicle in the Premises that is too large to fit within the lines without encroachment into adjacent spaces.
4. Safety and Security: The City will use the Premises in a careful, safe, and proper manner and will not permit any waste or nuisance in or on the Premises except for as caused by the normal operation of vehicular traffic and parking. The City shall provide police or security services for monitoring the Premises the entire time it uses the Premises subject to this Agreement. The City acknowledges the Department is not responsible for providing premises security for the portion of the Premises subject to this Agreement.

G. Condition of Premises and Property

1. Maintenance: The Department will continue regular maintenance of the Premises subject to this Agreement in a clean, neat, orderly, and safe condition. The Department reserves the right to bill the City, and the City agrees to pay for any maintenance, repair, cleaning, or other services required because of the City's or the City's occupants' abuse or negligence outside normal wear and tear.
2. Debris Removal: The City is required to ensure its representatives, agents, and employees remove all trash, waste, and debris prior to exiting the lot. Violation of this requirement constitutes a valid cause for Agreement termination.
3. Lighting: The Department shall provide electricity for lighting for the Premises where currently available but cannot guarantee uninterrupted service. The Department shall not be liable to the City for any loss, damage, cost, or expense that may result from the interruption or failure of any utility service to the Premises.

V. Right of Entry

The Department reserves an unbridled right of entry for its representatives, agents, and employees at any time for any purpose, including examining and inspecting the Premises and any of the Department's property located in or on the Premises.

VI. Compliance with Laws

The City shall at all times comply with all applicable laws, codes, ordinances, and orders governing the City's use of the Premises, including all rules, regulations, and guidelines of the Department.

VII. Indemnity

The Department and the City are each State Agencies or political subdivisions of the State of Florida as defined in Section 768.28, Florida Statutes, and agree to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein shall be construed as consent by a State Agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

VIII. Insurance

The City hereto acknowledges it is self-insured pursuant to the Florida Statutes, for general liability coverage, automobile liability, and workers compensation.

IX. Breach

In the event the City violates or fails to comply with any term, condition, or obligation of this Agreement, or is in any manner in default under this Agreement, the Department may immediately and without notice declare this Agreement cancelled and terminated, and further reserves its right, without notice and without recourse to any legal proceeding, to enter and repossess the Premises.

Use by the City of parking spaces or areas outside of the Premises will constitute a breach of this Agreement.

X. No Transfer or Assignment

The City shall not assign any portion of this Agreement without the prior express written consent of the Department. Any assignment made either in whole or in part without the prior express written consent of the Department shall be void and without legal effect.

XI. Notices

All notices, requests, or other communications provided for or concerning this Agreement shall be in writing and be deemed sufficiently given and sufficiently received when electronically mailed and received by the Parties' Designated Contact Persons with a copy to the City Manager.

XII. No Waiver

The failure of either Party to this Agreement to insist upon the performance of any of its terms and conditions, or the waiver of any breach of any of the terms and conditions of this Agreement shall not be construed as thereafter waiving any such terms and conditions, but they shall continue and remain in full force and effect as if no forbearance or waiver had occurred.

XIII. Relationship of the Parties

1. The Department and the City have entered into this Agreement for the sole purpose of granting the use of the Premises to the City during the term of and pursuant to the conditions contained in this Agreement.
2. Nothing herein shall constitute or be construed to create or suggest any type or kind of employment, partnership, joint venture, or other legal relationship, express or otherwise, between the Parties.

XIV. Bond Covenants

This Agreement is subject to compliance with all statutory and regulatory requirements, including applicable bond covenants, relating to the use of public or state property. The Department reserves the right to immediately revoke and terminate all licenses bestowed by this Agreement, or to amend the terms and conditions of this Agreement unilaterally, as necessary if required to maintain full compliance with such requirements.

XV. Entire Agreement

This Agreement shall constitute the entire Agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either Party except to the extent incorporated in this Agreement.

XIII. Modification of Agreement

Any modification of this Agreement or additional obligation assumed by either Party with regard to this Agreement shall be binding only if evidenced in writing signed by the authorized representative for each Party.

XIV. Interpretation

This Agreement shall not be construed against either Party and shall be deemed to have been drafted by both Parties.

XV. Governing Laws and Venue

This Agreement shall be governed by, construed, and enforced, in accordance with the laws of the State of Florida, with all proceedings and adjudications conducted in Leon County, Florida.

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In **WITNESS HEREOF**, the Parties' authorized representatives hereby execute this Agreement.

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

Tom Berger, Director
Division of Real Estate Development and Management

Date

CITY OF FORT LAUDERDALE

By: _____
Dean J. Trantalis, Mayor

Date: _____

By: _____
Greg Chavarria
City Manager

Date: _____

ATTEST:

David R. Soloman
City Clerk

Approved as to form:
D'Wayne N. Spence, Interim City Attorney

By: _____
Kimberly Cunningham Mosley
Assistant City Attorney