

② ✓ 10/27/15 (L)

DOCUMENT ROUTING FORM

NAME OF DOCUMENT: Parking Enforcement Agreement

CCM: 10/6/2015

CAM 15-1199

Item: CM-15

☐ Not a Commission Item

Routing Origin: ☒ CAO

Also attached: ☒ copy of CAM

☒ Original Documents

City Attorney's Office: Approved as to Form 2 Originals

Assistant City Attorney: CJC

CIP FUNDED ☐ YES ☐ NO

Capital Investment / Community Improvement Projects

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, 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, real.

2) **City Manager:** Please sign as indicated and forward 2 originals to Mayor.

3) **Mayor:** Please sign as indicated and forward 2 originals to Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

4) **City Clerk:** Retains one original copy and forwards 1 original documents to: Frank Castro ext. 3792

☒ Original Route form to Frank Castro – ext. 3792

PARKING ENFORCEMENT AGREEMENT

THIS IS AN AGREEMENT, entered into on the 20 day of October, 2015, between:

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

and

The LAZ FLORIDA PARKING, LLC, a Florida limited liability company authorized to transact business in the State of Florida, hereinafter referred to as "Company"

WHEREAS, pursuant to Motion adopted at its meeting of October 6, 2015, the City Commission of the City of Fort Lauderdale, Florida authorized the proper City officials to enter into this Agreement; and

WHEREAS, Company is the operator of a certain parking lot located at SE 2 Avenue, Folios 5042 10 33 0280 and 5042 10 33 0220, owned by the Bank of America, hereinafter referred to as "Properties" and more particularly described in the attached Exhibit "A"; and

WHEREAS, Properties above defined are deemed public access lots and permit thoroughfare and parking for general public; and

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

WHEREAS, Company shall be billed quarterly for the costs payable under this Agreement and the City agrees to provide a quarterly itemized invoice to Company outlining all such costs; and

WHEREAS, the City agrees to rent, to the Company, one Digital Multi-Space Pay station at a cost of \$100.00 per month to be billed monthly. The City will furnish two coin and bill collection containers for which the Company agrees to have new locks installed on the collection cans and the meters, at their cost, and to return the meter and collection cans to the City, in the original condition received, at the end of the contract period; and

WHEREAS, the City agrees to monitor 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, in lieu of the City charging the Company the monthly fees to monitor and enforce parking requirements on the Property, the Company agrees to allow City to retain all citation revenue derived by City from said parking lots; and

WHEREAS, this arrangement shall be mutually beneficial to both parties; 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. Unless otherwise terminated as provided herein the term of this Agreement shall be for a period of one (1) year commencing on the date of approval by both parties.
3. The City Manager or designee may extend this Agreement for a period not exceeding five (5) years and/or modify agreement to increase or decrease the scope of parking enforcement activity.
4. This Agreement may be terminated with or without cause at any time by either party upon thirty (30) days written notice.
5. The Company 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.
6. The Company agrees that the City shall have the right of ingress and egress to the Properties aforementioned for any and all purposes required by the City pertaining to the use of the Properties as parking lots. The enforcement of ordinances applicable to such parking enforcement shall be accomplished by the City at the costs stated herein.

7. The City shall provide parking enforcement services for the Properties located at SE 2 Avenue, Folios 5042 10 33 0280 and 5042 10 33 0220, twenty-two (22) hours per day, seven (7) days a week, except in the event that the Company uses the lot for and during special events, which shall be coordinated with the City.

8. 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.

9. The City is a self-insured entity, and therefore, any and all claims arising as a result of the City's use of the Properties 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.

10. The Company 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 Company under this Agreement, conditions contained herein

11. This Agreement shall be governed by the laws of the State of Florida. The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida, and that all litigation between them in the federal courts shall take place in the United States District Court for the Southern District of Florida.

12. 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

COMPANY: Laz Florida Parking, LLC
Alan B. Lazowski
1010 Prospect Street
Hartford, CT 06103

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

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

15. Equal Opportunity Provision; The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

16. 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 SBBC 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 Laz Parking, Inc. 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 SBBC in a format that is compatible with Laz Parking, Inc.'s 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 Section 119.07, 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.

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

WITNESSES:

Jeanette A. Johnson
Jeanette A. Johnson
Print Name
Carta Foster
Carta Foster
Print Name

(Corporate Seal)

CITY

CITY OF FORT LAUDERDALE

By: [Signature]
JOHN P. "JACK" SEILER, Mayor

By: [Signature]
LEE R. FELDMAN, City Manager

ATTEST:

[Signature]
JEFFREY A. MODARELLI
City Clerk

Approved as to form:





COLE J. COPERTINO
Assistant City Attorney

COMPANY

LAZ FLORIDA PARKING, LLC, a Florida
limited liability company.

WITNESSES:

Gail B. Blanc

Gail B. Blanc

Print Name

Stephanie Pelletier

Stephanie Pelletier

Print Name

By: [Signature]

ALAN LAZOWSKI, President

STATE OF FLORIDA:

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 20 day of October, 2015 by ALAN LAZOWSKI as President of LAZ FLORIDA PARKING, LLC, a Florida limited liability company ☒ Who is personally known to me or ☐ has produced _____ as identification.

(SEAL)

[Signature]

Notary Public, State of Florida Connecticut
(Signature of Notary taking Acknowledgment)

Stephanie L Pelletier

Name of Notary Typed, Printed or Stamped

STEPHANIE L. PELLETIER
NOTARY PUBLIC
MY COMMISSION EXPIRES SEP. 30, 2018

My Commission Expires:

Commission Number _____

EXHIBIT A

5042 10 33 0280

EVA A OLIVER SUB BLK 28 FT LAUDERDALE 1-37 D LOT
36 & 38 LESS STS & W1/2 VAC ALLEY LYING E OF SAID
LOTS

5042 10 33 0220

EVA A OLIVER SUB BLK 28 FT LAUDERDALE 1-37 D LOT
30 LESS S 3.47,32 & 34 & W1/2 VAC ALLEY LYING E OF
SAID LOTS & LOT 31 LESS S 3.47,33,35, 37 & 39 LESS R/W
AS DESC IN OR 2476/590,& E1/2 OF VAC ALLEY LYING
W OF SAID LOTS