

## **PARKING ENFORCEMENT AGREEMENT**

THIS IS AN AGREEMENT, entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, between:

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

and

ELO Investments, LLC., hereinafter referred to as "ELO"

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

WHEREAS, ELO is the owner of three (3) parking lots on or near Las Olas Boulevard, at the proximity of East Las Olas Boulevard and SE 10th Terrace, Fort Lauderdale, FL (See attached Exhibit "A").

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

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

WHEREAS, the City agrees to monitor the above referenced parking lots 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 Properties by a City's parking enforcement officer; and

WHEREAS, ELO agrees to allow City to retain all citation revenue derived by City from said parking lots; 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.

3. 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.

4. ELO 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.

5. ELO 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.

6. ELO agrees to City's right of inspections to determine whether the Lots are in a condition which allows for proper parking enforcement, including without limitation, parking space striping and parking signage. To the extent conditions exist which do not allow for proper enforcement, ELO shall, at its sole cost and expense, bring the Properties into a condition that permits proper parking enforcement.

7. ELO agrees that the City shall have the right of ingress and egress to the aforementioned properties 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 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 ELO in writing not to enforce during certain days or hours. Enforcement for the three (3) parking lots (Exhibit "A") 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 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.

11. ELO 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 ELO under this Agreement.

12. At all times during the term of this Agreement, ELO, 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 Agreement, 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 properties is at the sole risk of the ELO or other owner of such properties. City shall not be liable for any damage to such personal property or for personal injuries to ELO or any of ELO'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

ELO:

ELO Investments, LLC  
Steven W. Hudson  
1535 SE 17<sup>th</sup> Street, Suite 107  
Fort Lauderdale, Florida 33316

(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 City 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 City 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 City in a format that is compatible with City'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.

[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

(Corporate Seal)

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

By: \_\_\_\_\_  
KIMBERLY CUNNINGHAM MOSLEY,  
Assistant City Attorney

**ELO INVESTMENTS, LLC,**

WITNESSES:

ELO INVESTMENTS, LLC.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
[Witness print/type name]

\_\_\_\_\_  
[Print Name, check title]

\_\_\_\_\_

☐ President   ☐ Vice President  
☐ Authorized Signatory (Please provide  
corporate authorization)

\_\_\_\_\_  
[Witness print/type name]

ATTEST:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
[Print Name]

CORPORATE SEAL

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_ as \_\_\_\_\_ of ELO INVESTMENTS, LLC., a Florida corporation, who is ☐ personally known to me or ☐ has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

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

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

## EXHIBIT "A"

### Folio #'s:

- 504211010640
- 504211010870
- 504211010750

### Property Addresses:

- 1007 E. Las Olas Boulevard
- 1101 E. Las Olas Boulevard
- 223 SE 10<sup>th</sup> Terrace

