

PARKING ENFORCEMENT AGREEMENT

THIS IS A PARKING ENFORCEMENT AGREEMENT ("Agreement"), entered into on the ____ day of _____, 2019, between:

CITY OF FORT LAUDERDALE, a Florida municipality, whose principal address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301, (hereinafter referred to as "City"),

and

955 S. Federal LLC, a Florida Limited Liability Company, whose principal address is 5846 South Flamingo Road, #238, Cooper City, Florida 33330, located in Fort Lauderdale, Florida, (hereinafter "955").

WHEREAS, pursuant to the motion adopted at its meeting of March 5, 2019, the City Commission of the City of Fort Lauderdale, Florida authorized the proper City officials to enter into this Agreement; and

WHEREAS, 955 is the owner of a certain parking lot, ("property") located at 500 South East 9th Street, Fort Lauderdale, Florida see "Exhibit A" ; and,

WHEREAS, during the term of the Agreement, the property above is deemed to be a public access parking lot for the general public; and

WHEREAS, the City finds that providing parking enforcement services for 955 serves a legitimate municipal and public purpose; and

WHEREAS, the City agrees to monitor the 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 by issuing citations to violators. Such monitoring shall include, but may not be limited to, the physical patrol of the property by a City parking enforcement specialist; and

WHEREAS, in lieu of revenue sharing, 955 agrees to allow City to retain all citation revenue derived from the parking enforcement services by City of said parking lot; and

WHEREAS, this parking enforcement arrangement is 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 execution by both parties, with the option for five (5) one-year extensions upon the mutual written consent of the parties.

3. This Agreement and an option of renewal may be terminated with or without cause at any time by either party upon thirty (30) days' written notice, in which event, City shall be entitled to all citation revenue up through the date of termination and any collections thereafter, resulting from the City's enforcement services.

4. 955 warrants and represents to the City that it is the owner of the real property located at 500 South East 9th Street, Fort Lauderdale, Florida and more fully described in Exhibit "A," which is attached hereto and incorporated herein and further represents and warrants that the property is presently used as a parking lot.

5. Prior to the execution of this Agreement, 955, at its sole cost, shall, ensure all pavement markings and signage is clearly visible and meets all state, municipal, and ADA parking requirements. In addition thereto, all signage must comply with the signage requirements as set forth in the City of Fort Lauderdale's Code of Ordinances and Unified Land Development Code, as may be amended.

6. 955 shall provide written notice to the City of Fort Lauderdale's Transportation and Mobility Department, Parking Services Manager, indicating the desired dates and times of enforcement hours. The City agrees to implement a two week grace period of citation warnings at the commencement of the Agreement.

7. 955 agrees that the City shall have the right of ingress and egress to the Property for any and all purposes required by the City pertaining to the use of the Property as parking lot. The City's parking enforcement services shall be accomplished by the City at no cost to 995.

8. 955 agrees to allow the City to access its meter transaction data in order to identify any vehicles that are in violation of parking rules, for enforcement purposes.

9. The City agrees to conduct visits to the Site to observe and enforce all applicable parking violations of state and local ordinances. The City will determine the frequency of visits and length of time for each visit by observing parking operations at the parking lot. 955 has the right to call the City of Fort Lauderdale's Transportation and Mobility Department, Parking Services Manager and request enforcement operations at

any time during City parking enforcement hours of operation. All parking violations are subject to enforcement actions including citations, immobilizations, and/or towing as enforced by all parking related laws and ordinances for the City of Fort Lauderdale. The vehicle owner is responsible for any citations, immobilizations, and/or towing fees.

10. In exchange for providing parking lot enforcement services, the City shall retain all revenues derived from the enforcement of parking citations issued on said property.

11. 955 shall defend, indemnify, and hold harmless the City, its officers, its elected officials, assignees, employees and agents, from and against any and all lawsuits, penalties, claims, demands, damages, settlements, losses, fines, judgments, decrees, costs, charges and other expenses or liabilities of every kind, sort, or nature, including, not limited to, attorney's fees at both the trial and appellate levels, in connection with or arising, directly or indirectly, out of or resulting from 955's acts or omissions in the performance or nonperformance of its obligations or service under this Agreement. Further, 955 shall defend, indemnify, and hold harmless the City, its officers, elected officials, assignees, employees, and agents from any and all such claims relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court.

12. At all times during the term of this Agreement and any extensions 955, 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 955 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 premises or portions thereof. This policy shall not be affected by any other insurance carried by City.

13. All personal property placed or moved onto the Property is at the sole risk of 955 or other owner of such property. City shall not be liable for any damage to such personal property or for personal injuries to 955 or any of 955's subtenants, agents, servants, employees, contractors, guests, or invitees or to trespassers on the Property.

14. 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.

15. Except as otherwise provided in this Agreement, 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

TO 955: 955 S Federal, LLC
c/o Daniel Dabakaroff
955 South Federal Highway
Fort Lauderdale, Florida 33316

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

16. No modification, amendment or alteration of the terms or conditions of this Agreement shall be effective unless contained in a written document duly executed by both parties, with the same formality as this Agreement.

17. Applicant or any of the principals of the corporation shall not assign, sublease or transfer any of its obligations or rights under this Agreement, in whole or in part, to any person, business or entity, without the prior written approval of City. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from City. Any such action by Applicant will result in immediate cancellation and termination of this Agreement by City.

18. 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.

19. The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages brought by 955 due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. 955 hereby expresses its willingness to enter into this Agreement with 955's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement brought by 955 to be limited to a maximum amount of \$1,000. Accordingly,

and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

20. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

21. 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 City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as may be amended or revised, 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 for the duration of the Agreement term and following completion of this Agreement if 955 does not transfer the records to the City; and

(d) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of 955 or keep and maintain public records required by the City to perform the services. If 955 transfers all public records to the City upon completion of this Agreement, 955 shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If 955 keeps and maintains public records upon completion of this Agreement, 955 shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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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

Print Name

By: _____
CHRISTOPHER J. LAGERBLOOM,
City Manager

Print Name

(Corporate Seal)

ATTEST:

Jeff Modarelli, City Clerk

Approved as to form:

Kimberly Cunningham Mosley
Assistant City Attorney

WITNESSES:

955 S. FEDERAL LLC

Print Name

Print Name

By: _____

Name: Daniel Dabakaroff

Title: Manager

(Corporate Seal)

ATTEST:

Print Name: _____

Title: _____

STATE OF FLORIDA:

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by _____, as _____ of 955 S. FEDERAL LLC, a Florida limited liability company. ☐ They are personally known to me or ☐ have produced _____ as identification and ☐ did ☐ did not take an oath.

(SEAL)

Notary Public, State of Florida

(Signature of Notary taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number _____