

PARKING ENFORCEMENT AGREEMENT

THIS IS AN AGREEMENT, entered into on the 13th day of October, 2020, between:

CITY OF FORT LAUDERDALE, a municipal corporation of the state of Florida, located at 100 North Andrews Avenue, Fort Lauderdale, FL 33301 (hereinafter referred to as "City"),

and

FIRST PRESBYTERIAN CHURCH OF FORT LAUDERDALE, FLORIDA, INC, a Florida not-for profit corporation, located at 401 S.E. 15th Avenue, Fort Lauderdale, FL 33301, (hereinafter referred to as "Church").

WHEREAS, Church is the owner of those certain parcels, 0211011920 located at, 1224 East Las Olas Boulevard, Fort Lauderdale, Florida, 0211011910 located at, East Las Olas Boulevard, Fort Lauderdale, Florida and 0211011900 located at, East Las Olas Boulevard, Fort Lauderdale, Florida, hereinafter referred to as "parking lots" or "properties" and more particularly described in the sketch and legal description attached as Exhibit "A" and incorporated herein; and

WHEREAS, the properties are part of the Church campus, and are used to provide parking for Church services and ministries; and

WHEREAS, the Church intends to also make the properties available for public parking; and

WHEREAS, the Church will provide public access to the parking lots and permit thoroughfare for the limited purpose of parking motor vehicles according to the terms set forth herein; and

WHEREAS, the City finds that providing parking enforcement services for the Church 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 follow applicable regulations and 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's parking enforcement officer; and

WHEREAS, the Church 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. 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 three (3) years commencing on the date of execution by all parties unless otherwise terminated as provided herein.
3. This Agreement may be terminated with or without cause at any time by either party upon thirty (30) days written notice, in accordance with the notice provisions herein.
4. The Church 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. The Church retains the authority to determine enforcement days and times, and the hours of operation for the parking lots. Notice of any modification of enforcement times and hours of operation shall be provided by the Church to the City of Fort Lauderdale Parking Services Manager.
6. The Church agrees that the City shall have the right of ingress and egress to the properties for the parking enforcement services set forth herein. This Agreement does not create any easement rights in favor of the City nor the general public, and there are no third-party beneficiaries to the rights or obligations set forth in this Agreement. The enforcement of the City of Fort Lauderdale ordinances applicable to such parking shall be accomplished by the City.
7. The City will determine the frequency of visits and length of time for enforcement services which shall include the physical patrol of the property, unless instructed by Church in writing, to the City of Fort Lauderdale Parking Services Manager, not to enforce during certain days or hours.
8. In exchange for providing parking lot enforcement services, the City shall retain all revenues derived from parking citations issued on the properties.
9. The vehicle owner is responsible for any citations, immobilizations, and/or towing fees. The vehicle owner may appeal the citation through the existing appeals process with the City. The Church may, at its option, on behalf of certain patrons of the parking lot, request that certain citations or enforcement fees be charged to

the Church. It being understood, City shall not be obligated to grant such request by the Church.

10. The City is a self-insured entity, and therefore, any and all claims arising as a result of the City's parking enforcement activities 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.

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Church, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Church. The Church shall provide the City a certificate of insurance evidencing such coverage. The Church's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Church shall not be interpreted as limiting the Church's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be required to be relied upon by the Church for assessing the extent or determining appropriate types and limits of coverage to protect the Church against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Church under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

Insurance Certificate Requirements

- a. The Church shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Church shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Church to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Church shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The title of the Agreement or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The Church has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Church's expense.

Any exclusion or provision in any insurance policy maintained by the Church that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Church must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration

of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Church's insurance policies.

11. Church shall protect, defend, indemnify, and hold harmless the CITY, its officials, officers, employees, volunteers, and agents from and against any and all claims, demands, lawsuits, penalties, damages, settlements, orders, judgments, decrees, costs, charges and other expenses charged or incurred, including reasonable attorney's fees actually incurred, including expenses and appellate fees and costs, or liabilities of every kind, nature or degree arising out of or in connection with this Agreement. The City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Church. Church shall not protect, defend, indemnify or hold harmless the, CITY, its officials, officers, employees, volunteers, and agents for any occurrence arising out of or resulting from the negligence or intentional wrongful misconduct of the CITY, or its respective officials, officers, agents, volunteers and employees. This indemnification shall survive the termination of this Agreement.
12. All personal property placed or moved onto the property is at the sole risk of the Church or other owner of such property. City shall not be liable for any damage to such personal property or for damages to the Church or any damages or personal injuries of Church's subtenants, agents, servants, employees, contractors, guests, or invitees or to trespassers on the properties.
13. 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.
14. Wherever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, Church and City designate the following as the respective places for giving of notice:

- a. By certified mail, return receipt requested, to the following addresses:

AS TO CITY: City of Fort Lauderdale
 City Manager
 100 North Andrews Avenue
 Fort Lauderdale, Florida 33301

WITH COPY TO: City of Fort Lauderdale

City Attorney
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

Jeffery T. Davis
Parking Services Manager
Transportation and Mobility Department
290 NE 2nd Avenue
Fort Lauderdale, FL 33301

AS TO CHURCH: First Presbyterian Church
Church Administrator
401 SE 15th Avenue
Fort Lauderdale, Florida 33308

- b. or to such other addresses as the parties may by writing designate to the other party.
15. No modification, amendment, or alterations in the terms or conditions to this agreement shall be effective unless contained in a written document, executed with the same formality herein.
16. **IF THE CHURCH HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CHURCH'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV, ADDRESS: CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.**

Church shall comply with public records laws, and Church shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the Church's custodian of public records, 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 (2019), as may be amended or revised, or as otherwise provided by law.
3. 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 contract term and following completion of the contract if the Church does not transfer the records to the City.

4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Church or keep and maintain public records required by the City to perform the service. If the Church transfers all public records to the City upon completion of the Contract, the Church shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Church keeps and maintains public records upon completion of the Contract, the Church 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.
17. This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Church without the prior written consent of the City Manager. For purposes of this Agreement, any change of ownership of Church shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.
18. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal authority to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in the Agreement.
19. Failure of City to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

[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

CITY OF FORT LAUDERDALE

By: 

DEAN J. TRANTALIS,
Mayor

ATTEST: 

JEFFREY A. MODARELLI,
City Clerk

By: 

CHRISTOPHER LAGERBLOOM, ICMA-CM,
City Manager

(Corporate Seal)

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

By: 

KIMBERLY CUNNINGHAM MOSLEY,
Assistant City Attorney

First Presbyterian Church

WITNESSES:

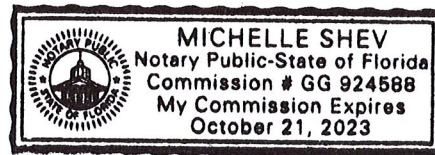
[Signature]
KYLE WATSON
[Witness print/type name]

FIRST PRESBYTERIAN CHURCH OF
FT. LAUDERDALE, INC., a Florida non-
profit corporation.

[Signature]
Kim White
[Print Name]

[Signature]
Darleen Callaghan
[Witness print/type name]

CORPORATE SEAL



STATE OF Florida :
COUNTY OF Palm Beach :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28th day of September, 2020, by Kim White as President of First Presbyterian Church of Ft. Lauderdale, Inc., a Florida non-profit corporation.

(NOTARY SEAL)



[Signature]
Notary Public, State of
(Signature of Notary taking Acknowledgment)

Michelle Shev
Name of Notary Typed, Printed or Stamped

My Commission Expires: Oct. 21, 2023

Personally Known ☒ OR Produced
Identification _____

Type of Identification Produced _____

m.D. ok

SKETCH & DESCRIPTION
LOTS 8, 9, 10, 11 & 12,
BLOCK 34
(P.B. 1, PG. 17, B.C.R.)
CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA

LAND DESCRIPTION:

Lots 8, 9, 10, 11 and 12, Block 34, COLEE HAMMOCK, according to the Plat thereof as Recorded in Plat Book 1, Page 17 of the Public Records of Broward County, Florida.

Said land lying in Fort Lauderdale, Florida, containing 36,570 square feet, more or less.

SURVEYOR'S NOTES:

1. Reproductions of this Sketch are not valid without the signature and the original seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings shown hereon are relative to said plat, based on the north line of Block 34 having a bearing of N88°46'20"E.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: B.C.R. = Broward County Records; F.B. = Field Book; L.B. = Licensed Business; P.B. = Plat Book; PG. = Page; P.L.S. = Professional Land Surveyor.

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

Date: 8/7/2020

John T. Doogan
JOHN T. DOOGAN, P.L.S.
Florida Registration No. 4409
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

**NOT VALID WITHOUT
SHEETS 1 AND 2**

REVISIONS



AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING

50 S.W. 2nd AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
(561) 392-2594 / www.AVIROMSURVEY.com

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JOB #: **6770-23**

SCALE: 1" = 50'

DATE: 08/07/2020

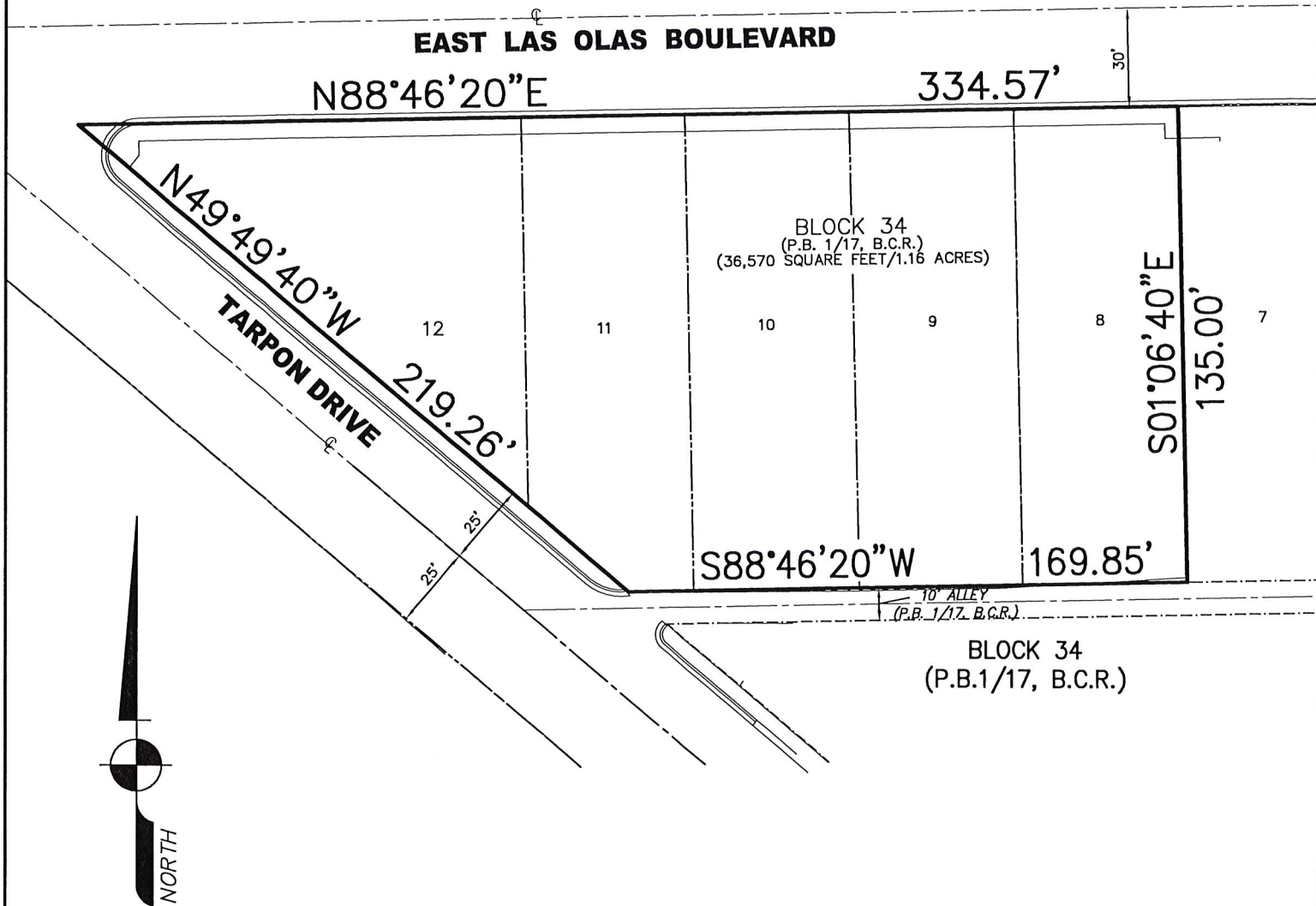
BY: W.R.E.

CHECKED: J.T.D.

F.B. -- PG. --
SHEET: **1 OF 2**
Exhibit 2

m. 10. 6. 15.

SKETCH & DESCRIPTION
LOTS 8, 9, 10, 11 & 12,
BLOCK 34
(P.B. 1, PG. 17, B.C.R.)
CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA



**NOT VALID WITHOUT
SHEETS 1 AND 2**

REVISIONS



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SURVEYING & MAPPING

50 S.W. 2nd AVENUE, SUITE 102
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JOB #: **6770-23**

SCALE: 1" = 50'

DATE: 08/07/2020

BY: W.R.E.

CHECKED: J.T.D.

F.B. - PG. -

CAM 21-0420
SHEET: Exhibit 2 OF 2