

City of Pompano Beach

REVOCABLE PARKING LICENSE AGREEMENT

No. 1902

WITH

FLORIDA INTERNATIONAL PARKING SYSTEM, LLC

THIS REVOCABLE PARKING LICENSE AGREEMENT (“Agreement”), is entered into this ____ day of _____, 2023 (the “Effective Date”) by and between:

CITY OF POMPANO BEACH, a Florida municipal corporation whose address is 100 W. Atlantic Boulevard, Pompano Beach, Florida 33060 (the “CITY”),

and

FLORIDA INTERNATIONAL PARKING SYSTEM, LLC, a Florida limited liability company whose principal address is 3946 N.W. 69th Terrace, Coral Springs, Florida 33065 (the “LICENSEE”);

collectively referred to as “the Parties.”

WHEREAS, CITY entered into a Lease Agreement with The First Baptist Church of Pompano Beach (“Church”), dated June 1, 2020 and approved by Ordinance 2020-54 on May 26, 2020 (“Lease Agreement”), for use of real property owned by the Church (“Leased Premises”) located and described in Exhibit “A”;

WHEREAS, LICENSEE desires to use the Leased Premises to provide valet services to local businesses in the Old Town Pompano area (“Services”), and CITY has determined that entering into this Agreement with LICENSEE to provide Services at the Leased Premises is in the best interest of the public; and

WHEREAS, the Lease Agreement specifically authorizes the Parties to contract to provide such valet services;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, and the mutual conditions, covenants and promises contained in this Agreement, the Parties agree as follows.

ARTICLE 1 RECITAL; GRANT

A. Recitals. The Parties acknowledge and agree that the Recitals above are true and correct and are incorporated by this reference.

B. CITY grants to LICENSEE, and LICENSEE accepts from CITY, a non-exclusive license to use a portion of the Leased Premises, specifically depicted in the Site Plan attached and incorporated as Exhibit “B” in this Agreement (“License Area”), to provide valet services to local businesses in the Old Town Pompano area. LICENSEE understands and agrees that it takes the Property in "as is" condition.

C. LICENSEE agrees that this License Agreement is contingent upon LICENSEE submitting a site plan or location plan and other documentation as is usually required by the CITY Parking Administrator for the issuance of a permit to provide valet services. The granting of this license does not in any way waive any other building or construction ordinances, fees, or requirements of CITY. LICENSEE shall not commence operation or occupancy of the License Area prior to approval of the Valet Parking License permit.

D. Not a Lease. It is expressly understood and agreed that (i) no real or personal property is leased to LICENSEE and that (ii) this Agreement grants a license, not a lease; provided, however, should LICENSEE commence the provision of Services and utilize the License Area in conformance with the Agreement's terms, then for so long as this License is in force, the CITY shall not disturb LICENSEE's use of the License Area (except as expressly permitted in this Agreement).

ARTICLE 2 TERM AND RENEWAL; SURRENDER OF PREMISES

A. The initial term of this Agreement is one (1) year and shall commence upon full execution by both Parties, unless or until terminated in accordance with this Agreement.

B. The Agreement may be renewed for two (2) additional one-year terms upon the mutual consent of both parties and the LICENSEE's satisfactory performance under this Agreement, as determined in the sole discretion of the CITY. Notice of the LICENSEE's desire to renew this Agreement must be provided no later than sixty (60) days prior to the Agreement's expiration.

C. Surrender of Premises. Upon termination, the LICENSEE shall, without demand, quietly and peaceably deliver possession of the License Area. LICENSEE shall be responsible to remove, at its sole expense, all personal property, equipment and other items owned by LICENSEE lying on, at or within the License Area and, if necessary, restoring the License Area to its original condition. If the Licensed Area is not in such original condition at the termination of this Agreement, the LICENSEE agrees that the CITY shall have the right to restore the License Area to such condition. If the LICENSEE fails to restore the License Area after receiving notice and an opportunity to cure, the LICENSEE agrees to reimburse the CITY for all such reasonable, out-of-pocket expenses incurred by the CITY in connection with the restoration within thirty (30) days of mailing of a statement to the LICENSEE at the address indicated below or seek such other remedies as may be allowable by law or in equity. Upon the termination of the License granted in this Agreement and the restoration of the License Area, the LICENSEE shall have no further obligations under this Agreement.

ARTICLE 3 LICENSE FEE; TAXES

A. As long as this Agreement is in place, LICENSEE agrees to pay CITY as fair compensation for this License Twenty-Five Dollars (\$25.00) for each parking space used within the License Area, payable on a monthly basis; but, with respect to the first installment of the

License Fee, LICENSEE shall pay CITY the first installment of the License Fee no later than thirty (30) days after the execution of this Agreement and thereafter such License Fee will be paid on the monthly anniversary of the execution date, as applicable. Interest at the rate of 12% per annum, will be added to any invoice that remains unpaid for more than thirty (30) days, following the first day of the period it becomes due. Failure to comply with this Paragraph will be considered a breach of this Agreement, subject to the notice and opportunity to cure in Article 19 below. If the License Fee due from LICENSEE is not paid when due and payable, and the LICENSEE fails to cure such default within thirty (30) calendar days (the applicable cure period), then, on each such occasion, LICENSEE shall pay to CITY a late fee equal to Five Percent (5%) of the past due sum, as compensation to City for the inconvenience of the collection and processing of each such late payment. Such late fee shall be in addition to any interest payable under this Paragraph.

B. LICENSEE, its subcontractors, vendor and other agents shall be responsible to pay any and all sales taxes and other charges of any nature or kind, which may be assessed against their provision of services under this Agreement. Proof of such sales tax payments shall be submitted to the CITY's Parking Administrator upon request.

C. In the event that the Broward County Property Appraiser assigns a taxable value to the License Area or Leased Premises as a result of the Services provided by LICENSEE, any such taxes which are assessed, levied, confirmed or imposed during the term of this License, whether or not now customary or within the contemplation of the Parties, will be paid by the LICENSEE during the continuance of this Agreement.

ARTICLE 4 LICENSEE RESPONSIBILITIES

A. LICENSEE shall organize and conduct the Services consistent with local and state laws and as directed by the CITY's Parking Administrator.

B. *LICENSEE's Responsibility for Damage or Loss.* A representative of the CITY and LICENSEE shall inspect and document by photographs the condition of the License Area prior to commencing Services. CITY expects the License Area to be restored to the same condition which existed prior to commencement of the Services. If the License Area or any portion, any structure or any equipment, fixture, or other item located on or within the License Area, including the grass or asphalt, shall be destroyed, damaged, marred, altered, or physically changed during the term in any manner whatsoever, then CITY will take the necessary remedial action to cause such repair or replacement to occur and LICENSEE shall pay CITY for any such expenditures within two (2) weeks after receipt of CITY's written invoice for such expenditures.

C. *LICENSEE Responsible for all Contracts.* LICENSEE agrees to be solely responsible for all contracts or agreements of any nature for the Services. All contracts shall be negotiated by LICENSEE and secured at LICENSEE's sole expense. CITY shall not be named as a party in any contract and CITY shall have no obligation to ensure payment to any individual or entity for services provided by LICENSEE.

D. *Required Licenses, Permits and Authorizations.* LICENSEE, at its sole expense, shall obtain all required federal, state, local and other governmental approvals, as well as all necessary private authorizations and permits required attendant to LICENSEE's provision of Services and provide a copy to CITY a minimum of three (3) business days prior to commencement of the Services. Ignorance on LICENSEE's part of any applicable laws, regulations or required authorizations shall not relieve LICENSEE from this responsibility.

LICENSEE represents and warrants that prior to the commencement of Services, LICENSEE shall have secured all necessary licenses for conducting the Services. LICENSEE shall be responsible for any fees or dues for such licenses, and shall ensure that all payments are made directly and appropriately to the licensing organizations. CITY shall have no responsibilities to any licensing organization for the conduct of the Services.

If LICENSEE is unable to obtain all necessary licenses, permits or other authorizations in a timely manner, either party may elect to terminate this Agreement and CITY shall be reimbursed for any in-kind services it has incurred to date.

E. *Compliance With all Laws.* In the provision of Services under this License Agreement, LICENSEE shall comply with all applicable federal and state laws and regulations and all applicable county and city ordinances and regulations, including, but not limited to, compliance with the Americans with Disabilities Act. Ignorance on LICENSEE's part of any applicable laws and regulations shall in no way relieve LICENSEE from this responsibility.

F. *Emergency Access.* LICENSEE agrees to provide any and all emergency access required by the CITY and its employees for the safety and welfare of the community and those using its Services. If, in the course of LICENSEE's operations, CITY or its officers, agents and employees become aware of any condition on or within the License Area which may be dangerous, upon being notified, LICENSEE shall immediately correct such condition or cease operations so as not to endanger persons or property.

G. LICENSEE shall utilize the License Area exclusively for the permitted activities described in this Agreement. In addition, LICENSEE shall not allow any part of the License Area to be used for any immoral or illegal purposes, nor allow, suffer or permit the License Area to be used for any unlawful purpose, business, activity, use or function to which the CITY objects. It is further expressly agreed by LICENSEE that it shall not make any alteration to the License Area without the express written consent of CITY.

H. LICENSEE shall promptly respond to concerns raised by LICENSEE's patrons and the CITY's agents regarding Services or the conditions of the License Area, and shall timely take appropriate action as warranted by the circumstances.

I. LICENSEE shall comply with all the terms and conditions of Exhibit C of the Lease Agreement, attached and incorporated as Exhibit "C" of this Agreement. Failure to comply with the terms and conditions of Exhibit C shall be grounds to terminate this Agreement in accordance with Article 19, Termination, at the CITY's sole discretion.

J. Notwithstanding LICENSEE's responsibility for damage or loss set forth above, LICENSEE shall monitor the License Area for compliance with CITY parking regulations during its Operating Hours and pick up and dispose of trash and other debris at its sole expense. If LICENSEE breaches its maintenance obligations as specified in this Agreement, then CITY shall provide the LICENSEE written notice specifying the nature of the default. Except as otherwise set forth in this Agreement, matters that pose a material public safety issue and imminent threat of harm to the public shall be remedied within a reasonable time period and as required by CITY. If LICENSEE fails to properly restore or maintain the License Area, as described in the default notice, after receiving the notice and an opportunity to cure, the Owner agrees that the City shall have the right to restore or maintain the License Area, as described in the default notice, and the LICENSEE agrees to reimburse the City for all out-of-pocket expenses. However, nothing contained in this Agreement shall be construed to waive the governmental authority of the City, as a municipal corporation, to exercise its regulatory or enforcement authority in accordance with applicable law.

ARTICLE 5 REPRESENTATIONS

A. ***CITY Representations.*** CITY makes the following representations to LICENSEE, which CITY acknowledges LICENSEE has relied upon in entering into this Agreement:

1. This Agreement is a valid, binding and permissible activity within the power and authority of the CITY and does not violate any CITY Code, Charter provision, rule, resolution, ordinance, policy or agreement of the CITY or constitute a default of any agreement or contract to which the CITY is a party.

2. The individuals executing the Agreement on behalf of the CITY are duly authorized to take such action, which action shall be, and is, binding upon the CITY.

3. LICENSEE shall be entitled to rely upon the accuracy and completeness of any information supplied by CITY or by others authorized by the CITY's Parking Administrator.

B. ***LICENSEE Representations.*** LICENSEE makes the following representations to CITY, which CITY relies upon in entering into this Agreement:

1. LICENSEE is a Florida limited liability company duly organized, existing and in good standing under the laws of the State of Florida with the power and authority to enter into this Agreement.

2. LICENSEE's execution, delivery, consummation and performance under this Agreement will not violate or cause LICENSEE to be in default of any provisions of its governing documents, rules and regulations or any other agreement to which LICENSEE is a party or constitute a default or cause acceleration of any obligation of LICENSEE.

3. The individual executing this Agreement and related documents on behalf of LICENSEE is duly authorized to take such action which action shall be, and is, binding on LICENSEE.

4. There are no legal actions, suits or proceedings pending or threatened against or affecting LICENSEE or its principals that LICENSEE is aware of which would have any material effect on LICENSEE's ability to perform its obligations under this Agreement.

5. LICENSEE represents and warrants it has and will continue to maintain all licenses and approvals required to provide Services under this Agreement.

6. LICENSEE agrees to be bound by all terms, conditions, duties, obligations and specifications set forth in this Agreement.

ARTICLE 6 NON-ASSIGNABILITY AND SUBCONTRACTING

A. This Agreement is not assignable and LICENSEE agrees it shall not sell, assign, transfer, merge or otherwise convey any of its interests, rights or obligations under this Agreement, in whole or in part, to any other person, corporation or entity without prior written approval from CITY.

B. Any attempt by LICENSEE to assign or transfer any of its rights or obligations under this Agreement without first obtaining CITY's written approval shall result in CITY's immediate cancellation of this Agreement. Specifically, no formal assignment of any right or obligation under this Agreement shall be binding on CITY without the formal written approval of the City Commission of Pompano Beach.

C. This Agreement and the rights and obligations therein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of LICENSEE's insolvency or bankruptcy, CITY may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of LICENSEE shall immediately cease and terminate.

D. Nothing in this Agreement shall be construed to create any personal liability on the part of CITY, its agents, officers or employees nor shall it be construed as granting any rights or benefits to anyone other than CITY and LICENSEE.

**ARTICLE 6
INSURANCE**

LICENSEE shall maintain insurance in the amounts and subject to all conditions set forth in Exhibit D, attached and incorporated in this Agreement, and shall name both the CITY and THE FIRST BAPTIST CHURCH OF POMPANO BEACH as additional insureds. LICENSEE shall not commence operations under this Agreement until proof of insurance detailing the terms and provisions of coverage has been received and approved in writing by the CITY's Risk Manager, which approval shall not be unreasonably withheld.

**ARTICLE 7
PUBLIC RECORDS**

A. The CITY of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The LICENSEE shall comply with Florida's Public Records Law, as amended. Specifically, the LICENSEE shall:

1. Keep and maintain public records required by the CITY in order to perform the service.

2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of 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 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 LICENSEE does not transfer the records to the CITY.

4. Upon completion of the Agreement, transfer, at no cost to the CITY, all public records in possession of the LICENSEE, or keep and maintain public records required by the CITY to perform the service. If the LICENSEE transfers all public records to the CITY upon completion of the Agreement, the LICENSEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LICENSEE keeps and maintains public records upon completion of the contract, the LICENSEE 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.

B. Failure of the LICENSEE to provide the above described public records to the CITY within a reasonable time may subject LICENSEE to penalties under Section 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

ARTICLE 8 RECORDKEEPING, INSPECTION AND AUDIT

LICENSEE shall use such accounting methods and procedures as may be prescribed by CITY, in accordance with generally accepted accounting principles, which shall include but not be limited to, those methods and procedures set forth in this Article and in Exhibit E, attached and incorporated in this Agreement.

ARTICLE 9 MISCELLANEOUS

A. *Articles Left on Premises.* LICENSEE understands and agrees that the CITY shall not in any way be responsible for any personal property of LICENSEE, its patrons, sub-contractors or other agents left in or on the License Area and that LICENSEE bears any and all risk of loss of such property. Any article(s) remaining on or in the License Area at the conclusion of the Services shall become the property of the CITY.

B. *CITY's Right to Make Improvements, Modify the License Area and the Number and Manner of Streets Closures.* Throughout the term of this license and notwithstanding any other term or condition, CITY retains the right, in its sole discretion, to modify and reconfigure the License Area, including, but not limited to, attendant green and open space areas and the public right-of-way. Specifically, both parties agree that the public right-of-way and open and green space areas may be temporarily or permanently relocated, reconfigured, modified or closed at CITY's sole discretion. LICENSEE agrees to make adjustment to any such changes implemented by CITY.

**ARTICLE 10
INDEMNIFICATION**

A. LICENSEE shall at all times indemnify, hold harmless and defend the CITY and THE FIRST BAPTIST CHURCH OF POMPANO BEACH, their officials, officers, their authorized agents and employees from and against any and all claims, demands, suit, damages, attorneys' fees, fines, penalties, defense costs or liabilities arising directly, indirectly or in connection with this Agreement or directly out of the operation or occupancy of the License Area by LICENSEE or the negligence or misconduct of LICENSEE, its officers, staff or other agents' actions, whether occurring or caused on or away from the License Area, except for any occurring or arising out of or resulting from the intentional torts or gross negligence of the CITY or THE FIRST BAPTIST CHURCH OF POMPANO BEACH, any of its officers, agents or employees. LICENSEE agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all costs and related expenses, even if the claim(s) is/are groundless, false or fraudulent. The foregoing indemnification shall not be operative as to any claims by LICENSEE for any causes of action LICENSEE has or may have for breaches or defaults by the CITY or THE FIRST BAPTIST CHURCH OF POMPANO BEACH under this Agreement.

B. The parties agree that the value of the benefits received by LICENSEE under this agreement shall constitute specific consideration by LICENSEE for the indemnification to be provided herein. LICENSEE acknowledges and agrees that neither party would enter into this Agreement without this indemnification of CITY and THE FIRST BAPTIST CHURCH OF POMPANO BEACH by LICENSEE. The parties also agree that one percent (1%) of the total compensation paid by LICENSEE for use of the License Area under this Agreement shall constitute specific consideration by LICENSEE for the indemnification to be provided under this Agreement.

C. LICENSEE shall be solely responsible for insuring all stock, inventory, monies or other personal Property at the License Area against damage or loss of any nature or kind. LICENSEE acknowledges and agrees that CITY assumes no responsibility whatsoever for any personal property placed at the License Area and, with the exception of damages or loss suffered as a result of CITY's negligence, CITY is expressly released and forever discharged from any and all liability for any loss, injury or damage to persons or property which may be sustained by reason of LICENSEE's presence at and occupancy of the License Area.

D. The indemnification provisions of this Article shall survive the expiration or early termination of this Agreement.

**ARTICLE 11
NOTICES AND DEMANDS**

Whenever it is provided that notice, demand, request, or other communication shall or may be given to, or served upon, either of the parties by the other, it must be in writing, sent by certified United States mail with return receipt requested, addressed to the party to whom it is intended at the places designated below until changed by written notice in compliance with the provisions of

this Article. For the present, the parties designate the following respective places for giving of notice, to-wit:

For CITY:

CITY Manager
P.O. Drawer 1300
Pompano Beach, Florida 33061
greg.harrison@copbfl.com
(954) 786-4601 office
(954) 786-4504 fax

With a copy to:

City Parking Manager
1801 NE 6th Street
Pompano Beach, Florida 33060
jeff.lantz@copbfl.com
(954) 786-5580 office

FOR LICENSEE:

Florida International Parking System, LLC
3946 NW 69th Ter
Coral Springs, FL 33065
blackmamba2877@hotmail.com
954-687-5779 office

**ARTICLE 12
GOVERNING LAW; VENUE AND WAIVER OF JURY TRIAL**

A. The Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. CITY and LICENSEE submit to the jurisdiction of state courts and federal courts located in Florida. The parties agree that proper venue for any suit at law or in equity attendant to this Agreement shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

B. No remedy conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given, now or hereafter existing at law or in equity or by statute or otherwise.

C. BY ENTERING INTO THIS AGREEMENT, THE PARTIES EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

ARTICLE 13
ATTORNEY'S FEES

In the event of litigation between the parties, the prevailing party shall be entitled to recover all costs of collection, including a reasonable attorney's fees and court costs, at trial or on appeal. The provisions of this paragraph shall survive termination of this Agreement.

ARTICLE 14
FORCE MAJEURE

Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented, delayed or stopped by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God, or act or order of a governmental instrumentality, failure of technical facilities, interruption or delay of transportation service, epidemic, pandemic, or public health emergencies (including any resurgence or re-occurrence) or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of force Majeure.

If either party is unable to perform or is prevented, delayed or stopped in performing any obligations under this Agreement because of any event of force majeure including an event that prevents the use or ability to use the License Area for its intended purpose to the benefit of the public, such inability to perform or delay shall be excused and any associated charges or payment suspended until such time as the event of force majeure ends or as long as may be reasonably necessary for either party to correct the adverse effect of such event of force majeure, to the extent and in the form as mutually agreed by the Parties.

In order to be entitled to the benefit of this Paragraph, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party after commencement or discovery of the event of force majeure, specifying in detail the event of force majeure, the estimated length of the event of force majeure, diligently proceed to correct the adverse effect of any force majeure, where possible, and, upon request from the non-claiming party, provide an update until the event of force majeure ends. The parties agree that, as to this Paragraph, time is of the essence.

ARTICLE 15
WAIVER AND MODIFICATION

A. Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

B. CITY and LICENSEE may request changes to modify certain provisions of this Agreement, including increasing or decreasing the scope of Services to be provided. However, unless otherwise provided, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

**ARTICLE 16
SEVERABILITY**

Should any provision of this Agreement or the application of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts or provisions of this Agreement shall remain in full force and effect.

**ARTICLE 17
APPROVALS**

Whenever CITY approval shall be required for any action under this Agreement, such approval shall not be unreasonably withheld.

**ARTICLE 18
BINDING EFFECT**

The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the Parties.

**ARTICLE 19
TERMINATION**

A. *Termination for Cause.* Breach or default of any of the covenants, duties, or terms of this Agreement shall be cause for termination, in whole or in part, of this Agreement. In the event of a breach or default, the defaulting party shall be given written notice in accordance with Article 11, which describes in reasonable detail the alleged breach or default and ten (10) calendar days to cure same.

B. *Termination for Convenience of City.* Upon thirty (30) calendar days written notice in accordance with Article 11, delivered by certified mail, return receipt requested, to LICENSEE, CITY may without cause and without prejudice to any other right or remedy, terminate this Agreement for convenience whenever it determines that such termination is in the best interest of the CITY. If the Agreement is terminated for the CITY's convenience, the notice of termination to LICENSEE shall state so and also define the extent of the termination. Upon receipt of such notice, LICENSEE shall use commercially reasonable efforts to discontinue all services hereunder to the extent indicated on the notice of termination and CITY shall not be responsible for any costs LICENSEE incurs as a result of said termination for convenience.

C. *Termination for Safety.* CITY may terminate any activity of Services held pursuant to this agreement upon the occurrence of any riot, violent disturbance or similar conduct, or hazardous weather condition, any of which threaten the immediate health or safety of the public or participants.

**ARTICLE 20
NO WAIVER OF SOVEREIGN IMMUNITY**

Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

**ARTICLE 21
COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

**ARTICLE 22
ENTIRE AGREEMENT AND INTERPRETATION**

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and both parties agree there are no commitments, agreements or understandings concerning the subject matter herein that are not contained in this Agreement. Accordingly, both parties agree no deviation from the terms herein shall be predicated upon any prior representations or agreements, whether oral or written.

Regardless of which party or party's counsel prepared the original draft and subsequent revisions of this Agreement, both CITY and LICENSEE and their respective counsel have had equal opportunity to contribute to and have contributed to its contents, and this Agreement shall not be deemed to be the product of, and therefore construed against either party.

It is further agreed the omission of a term or provision contained in an earlier draft of this Agreement shall have no evidentiary significance regarding the contractual intent of the parties and that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document agreed to and executed by authorized representatives of both parties with the same formality of this Agreement.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year written above.

Attest:

CITY OF POMPANO BEACH

KERVIN ALFRED, CITY CLERK

By: _____
REX HARDIN, MAYOR

APPROVED AS TO FORM:

By: _____
GREGORY P. HARRISON, CITY MANAGER

MARK E. BERMAN, CITY ATTORNEY

(SEAL)

"LICENSEE"

Witnesses:

FLORIDA INTERNATIONAL PARKING SYSTEM,
LLC

Print Name: _____

By: _____
Bernard C Dajuste, Authorized Member

Print Name: _____

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 20__, by Bernard C Dajuste as the Authorized Member of Florida International Parking System, LLC who is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FL

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"LICENSEE"

Witnesses:

FLORIDA INTERNATIONAL PARKING SYSTEM,
LLC

Print Name: _____

By: _____
Danillo C Valenzuela, Authorized Member

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of _____, 20__, by Danillo C Valenzuela as the Authorized Member of Florida International Parking System, LLC who is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FL

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number