

**PARKING LICENSE AGREEMENT**

THIS PARKING LICENSE AGREEMENT ("Agreement") is made and entered into effective as of the - \_\_\_\_ day of **October 2021** ("Effective Date") by and between:

**LPS of America, Inc. d/b/a REEF Parking**, with an office at 78 SW 7<sup>th</sup> Street, 5<sup>th</sup> Floor, Miami, FL 33130 (hereinafter referred to as "Licensor")

And

**The City of Coral Gables**, a municipal corporation, with principal offices at 405 Biltmore Way, Coral Gables, FL 33134 (hereinafter referred to as "Licensee") (Licensor and Licensee shall sometimes be collectively referred to herein as "Parties").

WITNESSETH:

**WHEREAS**, Licensor leases and operates the parking facility located at **255 Alhambra Circle, Coral Gables, Florida 33134** (the "Parking Facility");

**WHEREAS**, Licensor represents and warrants that it has the authority and any required consent or approval from the owner of the Parking Facility to enter into this Agreement with Licensee;

**WHEREAS**, Licensor and Licensee desire to enter into this Agreement whereby Licensor shall license and permit Licensee to use the non-exclusive use of parking services for a minimum of 50 vehicles to be provided as 50 spaces at the non-reserved portions of the Parking Facility in accordance with the terms and conditions herein contained; and

**WHEREAS**, Licensee has requested, and Licensor has agreed, that in the event that there is an activation of Licensee's Emergency Operations Center, Licensee may cordon off and use additional spaces in the Parking Facility.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration in hand paid by each of the parties hereto to the other, the receipt and sufficiency of which are hereby acknowledged, Licensor hereby licenses the use of the Parking Facility services to Licensee, subject to the terms and provisions of this Agreement.

1. Recitals. The Recitals listed above are made a part of this Agreement.

2. Term.

Licensor and Licensee agree the term of this Agreement shall for fifteen (15) months (the "Term") and shall commence on the \_\_\_\_ day of **October, 2021** ("Commencement Date") and terminate on **-January - \_\_\_\_\_, 2023**, unless sooner terminated as provided in Section 20 herein.

3. No Property Interests.

Licensor agrees to license to Licensee and Licensee agrees to license from the Licensor the use of Parking Facility services as provided herein. Licensee agrees that it has, and that this Agreement does not confer, any property rights or interests, possessory or otherwise, in any portion of the Parking Facility.

4. Fees.

a. Base Fee. The monthly base fee shall be based on parking spaces for 50 vehicles and shall be the amounts set forth in the table below for the corresponding periods.

<b>Period</b>	<b>Monthly Base Fee (based on 50 vehicles)</b>	<b>Monthly Base Fee for Each Vehicle</b>
Commencement Date through <b>January - _____, 2023</b>	\$4,250.00	\$85.00

b. Additional Fees. Licensee's employees shall access the Parking Facility by using an access card. Licensee shall pay to Licensor a one-time fee in the total amount of \$15.00 per access card for a total amount of \$750.00. Licensee shall not be responsible for payment of real estate taxes. Licensee is exempt from federal tax and state sales and use taxes. Upon request, Licensee will provide an exemption certificate to Licensor.

c. Relocation. Licensor and Licensee agree that Licensor may provide its parking services under this Agreement at different locations within the Parking Facility ("Relocation"). If Licensor desires to implement such Relocation, Licensor shall deliver Licensee thirty (30) days prior notice of such Relocation.

d. Additional Spaces. To the extent that additional parking spaces are available in Licensor's sole discretion, Licensee shall have the right to add additional parking spaces to this Agreement on a month-to-month basis. Licensee must provide ten (10) days written notice to Licensor of Licensee's desire to add additional parking spaces. The fee for additional parking spaces shall be based on then current market rates. Notwithstanding the foregoing, in the event there is an activation of Licensee's Emergency Operations Center, Licensee shall have the right to cordon off sufficient parking spaces in the Parking Facility to be used for parking of Licensee's employees staffing the Emergency Operations Center.

5. Use. Licensor and Licensee agree that Licensee shall use the Parking Facility solely to provide self-parking of private automobiles and City vehicles for employees working for the City of Coral Gables and for no other purpose. Licensor may from time to time promulgate reasonable rules and regulations regarding the use of the services at the Parking Facility generally applicable to all users thereof and Licensee, its agents and employees, shall comply with such rules and regulations. In addition, Licensee recognizes that it may be necessary for Licensor to close the Parking Facility or restrict access to the Parking Facility from time to time as a result of casualties, repairs or other events outside the reasonable control of Licensor, and, except as provided in the following sentence, Licensee and all parties claiming under or through Licensee waive all claims against Licensor as a result thereof. If (a) Licensee or its employees are unable to use the Parking Facility due to closure or restriction set forth in the previous sentence, and (b) such closure or restriction of the Parking Facility is within Licensor's reasonable control, then as Licensee's sole and exclusive remedy for such closure or restriction, Licensor will equitably abate Licensee's obligation to pay the Base Fee and Additional Fees.

6. Insurance, Indemnity and Waiver of Claims.

(a) Licensee shall maintain at least \$1,000,000 per occurrence and \$2,000,000 aggregate commercial liability insurance, including auto liability for any Licensee owned or operated vehicles, and shall cause Licensor, ("Asset Manager"), and ("Owner") to be included as additional insureds on such insurance for any claims arising out of or in connection with the use of the Parking Facility by Licensee or its designees, which insurance shall be primary and noncontributory with any insurance maintained by the additional insureds. Licensee shall provide Licensor with certificates of insurance and additional insureds endorsements prior to the Commencement Date and each policy renewal, with at least 30 days prior notice of cancellation to Licensor. All such insurance shall be with insurers with an A.M. Best's Rating of at least "A-" "VIII".

(b) Licensee will indemnify, defend and hold harmless Licensor and its respective officers, affiliates, directors, beneficiaries, shareholders, partners, employees, agents and contractors (the "Parties Indemnified by Licensee") against any claims, liabilities, losses, actions, suits or proceedings at law or in equity, or other expenses, fees or charges of any character or nature, including reasonable attorneys' and paralegals' fees (individually and collectively, "Claims"), arising from conduct or from any breach or default on the part of Licensee or its invitees during the term of this License Agreement. In case any action or proceeding be brought against the Parties Indemnified by Licensee by reason of any obligation on Licensee's part to be performed under the terms of this License Agreement, or arising from any act or negligence of the Licensee or its invitees, Licensee upon notice from Licensor will defend the same at Licensee's expense by counsel reasonably satisfactory to the Parties Indemnified by Licensee. If any damage to the Parking Facility results from any act or negligence of Licensee or its invitees, Licensor may at Licensor's option repair such damage, and Licensee will thereupon pay to Licensor the total cost of such repairs and damages.

(c) Licensor agrees to defend, indemnify and hold Licensee harmless from and against any and all third-party Claims which Licensee may incur or which it may be threatened to incur as a result of acts of negligence or willful misconduct by Licensor, including its agents, servants and employees.

(d) Limitation of Liability. Each party's total liability arising under or in connection with this Agreement including for any Claims, is hereby limited to the Management Fees paid hereunder for the twelve (12) month period preceding the date on which the Claim(s) arose, provided that this limitation on liability shall not limit (i) any Claim(s) for tangible personal property damage, bodily injury, or death to the extent such tangible personal property damage, injury or death is attributable to the negligence

or willful misconduct of Licensee or the gross negligence or willful misconduct of Licensor (as the case may be) or their respective employees or agents and (ii) Claim(s) which may not be limited in accordance with applicable law. Notwithstanding anything to the contrary in this Agreement, in no event will either party or any of its shareholders, members, officers, directors, employees or personnel be liable for any liability or Claim(s) for punitive, special, exemplary, liquidated, indirect, or consequential damages or for loss of profits or business.

(e) Licensee agrees that it is using the Parking Facility at its own risk and hereby waives and releases any claims that may arise as a result of the negligence of the Parties Indemnified by Licensee. Notwithstanding the previous sentence, Licensee does not waive or release Licensor of any claims arising from acts of gross negligence by the Parties Indemnified by Licensee. Notwithstanding anything contained in this Agreement to the contrary, Licensee waives all claims it may have against the Parties indemnified by Licensee resulting from Licensor's failure to provide any security or adequate security for the Parking Facility.

(f) The Licensee shall, at its own cost and expense, defend, indemnify and hold Licensor harmless from and against any and all Claims arising in connection with the existence of Hazardous Substances brought on to the Parking Facility (whether or not such materials or substances were Hazardous Substances at the time they were brought upon the Parking Facility), except where and to the extent such Hazardous Substances were brought on to the Parking Facility by the Licensor. For the purposes of this Agreement, "Hazardous Substances" includes any substance considered hazardous or toxic under any law, rule, or regulation now or hereafter brought into force by any governmental authority having jurisdiction over Licensee, Licensor or the Parking Facility.

(g) Nothing in this Agreement shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law.

**THE INDEMNITY PROVISION CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

7. Assignment. Licensee shall not assign, transfer or convey any of its rights and obligations under this Agreement or delegate its duties hereunder without the prior written consent of the Licensor, which will not be unreasonably withheld. Further, Licensee shall not permit any persons other than those permitted under Section 5 above to use the Parking Facility services at any time for any reason.

8. Notices. Any notice, approval or other communication required hereunder shall be given in writing and shall be deemed to have been given if sent by facsimile with confirmation of transmittal, delivered by hand, sent by recognized overnight courier (such as Federal Express) or mailed by certified mail or registered mail, return receipt requested, in a postage prepaid addressee in a notice envelope, and addressed to the other party as set forth below (or to such other address as last designated by such

LPS of America, Inc.

Attn: Legal Department

78 SW 7<sup>th</sup> Street, 5<sup>th</sup> Floor

Miami, FL 33130

Re: License Agreement - 2021-42532

With Copy To:

[legalnotices@reeftechnology.com](mailto:legalnotices@reeftechnology.com)

[realestate.notices@reeftechnology.com](mailto:realestate.notices@reeftechnology.com)

9. Default. In the event of a failure by Licensee or Licensor to perform any obligation or covenant which either of them is obligated to perform under this Agreement, except for the failure to pay any and all monies due hereunder when obligated to do so, which such failure shall constitute an immediate default hereunder, no default shall occur until notice thereof is given to the defaulting party by the other party hereto asserting an event of default has occurred, describing the nature of the default, and giving a period of ten (10) days to cure the default. If not cured within the notice and the cure period provided in the preceding sentence, then such party shall be in default, and the aggrieved party shall be entitled to pursue any and all remedies available at law or in equity. The parties agree that this Agreement is a license and not a lease or other property conveyance and that the right and remedies available to a landlord or tenant for the breach of a lease, as such, are not available in the event of breach hereunder.

10. Intentionally deleted.

11. Attorneys' Fees. In the event that any litigation arises between the parties relating to this Agreement, the prevailing party shall recover all costs and expenses, including without limitation reasonable attorneys' fees and costs, incurred by it in connection with the litigation at trial and appellate levels

12. Document Modification. It is understood and agreed that until this Agreement is fully executed by both Licensor and Licensee, there is not, and shall not be, an agreement of any kind between the parties upon which any commitment, undertaking or obligation can be found. This Agreement (including exhibits) may only be modified or amended by a written agreement signed by Licensor and Licensee.

13. Survival. All indemnifications, assurances, warranties, representations, covenants and agreements made by Licensor or Licensee set forth in this Agreement and all provisions hereof which by their terms must necessarily be performed after the commencement, termination or expiration of this Agreement shall survive such commencement, termination or expiration.

14. Severability. If any portion of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

15. Entire Agreement. This Agreement constitutes the sole and only Agreement of the parties and supersedes any prior understanding or written or oral agreements between them respecting the subject matter within it.

16. No Recording. Licensee agrees not to record this Agreement or any memorandum hereof.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

18. No Third Party Beneficiaries. Neither anything in this Agreement nor any acts of Licensor or Licensee shall be deemed by any party hereto, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between

the parties hereto, and no provisions of this Agreement are intended to create or constitute any person (other than the successors and assigns of the parties hereto) a third party beneficiary hereof.

19. No Personal Liability. The liability of Licensor to Licensee for any default by Licensor under this Agreement will be limited to the interest of Licensor in the Parking Facility and surrounding property, and Licensee agrees to look solely to Licensor's interest in the Parking Facility and the surrounding property for the recovery of any judgment from the Licensor, it being intended that Licensor will not be personally liable for any judgment of deficiency.

20. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which shall constitute a single agreement. A counterpart hereof, which is transmitted by one party to another by facsimile, shall be deemed to be an original.

21. Termination. Either party, in its sole discretion, may terminate this Agreement at any time by providing at least 60 days' prior written notice to the other party. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment and delivery obligation, that:

- (i) has accrued as of such earlier termination date;
- (ii) comes into effect due to the expiration or termination of this Agreement; or
- (iii) otherwise survives the expiration or termination of this Agreement.

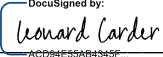
22. SOVEREIGN IMMUNITY. LICENSOR acknowledges that the Florida doctrine on Sovereign Immunity bars all claims by Licensor other than claims arising out of this Agreement. Specifically, Licensor acknowledges that it cannot and will not assert any claims against Licensee, unless the claim is based upon a breach by Licensee of this Agreement. Further, Licensor recognizes Licensee is a sovereign with regulatory authority that it exercises for the health, safety and welfare of the public. This Agreement in no way estops or affects Licensee's exercise of that regulatory authority. In addition, Licensee retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. Licensor acknowledges that it has no right and will not make claim based upon any of the following:

- a. Claims based upon any alleged breach by Licensee of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of Licensee. All obligations of the Licensee are only as set forth in this Agreement;
- b. Claims based upon negligence or any tort arising out of this Agreement;
- c. Claims upon alleged acts or inaction by Licensee, its commissioners, attorneys, administrators, consultants, agents, or employees;
- d. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the Licensor and Licensee.

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**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the day and year first above written.

**Licensors:** LPS of America, Inc.

By:   
Leonard Carder  
President- Real Estate

Date: 10/1/2021

**Licensee:** City of Coral Gables

By: \_\_\_\_\_  
Peter J. Iglesias  
City Manager

Date: \_\_\_\_\_

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Miriam Soler Ramos  
City Attorney

Attest:

\_\_\_\_\_  
Billy Y. Urquia  
City Clerk