

PARKING AGREEMENT

THIS PARKING AGREEMENT (the “Agreement”) dated as of Month _____, 2023 (the “Effective Date”) is made and entered into by and between Raymond James & Associates, Inc. (“RJA”) and the CITY OF PINELLAS PARK (the “City”).

RECITALS

WHEREAS, the City desires to use the parking garage(s) located on certain real property owned by RJA and located at 880 Carillon Parkway, St. Petersburg, FL 33716 (the “Property”); and,

WHEREAS, the City desires to use the aforementioned parking garage(s) for parking certain emergency/essential vehicles during tropical storm/hurricane emergencies; and,

WHEREAS, RJA and the City mutually desire to have this Agreement automatically renew on each anniversary date hereof for subsequent annual periods, unless cancelled by either party, for a period of 10 years; and,

WHEREAS, RJA and the City mutually desire to allow either party to cancel this Agreement at any time, without cause or penalty, upon delivery of at least 60 days’ advance written notice by the cancelling party to the non-cancelling party; and,

WHEREAS, RJA and the City are authorized to enter into this Agreement.

NOW, THEREFORE, the parties hereto mutually covenant and agree as follows:

1. During the Seasonal Period (as defined below), the City shall have the right to use the parking garage(s), located on the Property for parking certain emergency/essential vehicles (up to 75 parking spaces, in certain areas as may be designated by RJA) during tropical storm/hurricane emergencies.
2. The City agrees to release and hold harmless RJA and its parent and corporate affiliates from any claims, damages, actions or causes of action, whether to persons or property and structures or otherwise, arising out of the City’s use of the parking garage(s) and the Property, in an amount not to exceed the monetary limits on liability as set forth in Florida Statute §768.28, as this statute may be amended from time to time. The provisions and limitations of Florida Statute §768.28, as this statute may be amended from time to time, are, to the extent permitted by law, deemed to apply to this contractual

agreement to release and hold harmless RJA and its parent and corporate affiliates from any claims, damages, actions or causes of action arising out of the City's use of the parking garage(s) and the Property as though this statute applied to waiver of sovereign immunity, liability, and damages for claims or actions arising in tort or contract.

3. The City agrees to preserve the security and condition of the parking garage(s) and the Property as found.
4. This Agreement shall be in effect each year during the term of this Agreement between the dates of June 1 and November 30 (the "Seasonal Period").
5. This Agreement shall automatically renew annually, on the anniversary date hereof, and shall terminate on November 30, 2033, unless otherwise terminated by either party pursuant to Section 6 of this Agreement.
6. This Agreement may be terminated by either party at any time without cause and without penalty, by giving the other party 60 days' advance written notice. Notice is to be provided via Certified Mail, FedEx, or UPS overnight delivery to the addresses below:

RJA:

Attn: Corporate Real Estate
880 Carillon Parkway
St. Petersburg, FL 33716

City:

Attn: City Clerk
5141 78th Avenue North
Pinellas Park, FL 33781

7. The City hereby certifies that it is fully insured or self-insured with respect to any of the City's property parked in the parking garage(s) and any of the City's liabilities that may arise hereunder.
8. The parties contemplate that the emergency/essential vehicles that may be stored

in RJA's parking garages shall be similar in size, weight, and function to those types of vehicles that are usually and customarily parked in corporate office parking garages and shall specifically exclude any heavy machinery, or any vehicle containing any hazardous materials (other than the fuel used to power said vehicle).

9. This Agreement represents the full and complete understanding of the parties and may be modified, amended, or altered only by document in writing signed by both parties.

10. Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument. Facsimile signatures and electronically-transmitted copies of signatures (e.g., in an Adobe PDF file) shall be deemed valid and binding to the same extent as the original.

IN WITNESS THEREOF, the parties have entered into this Agreement as of the Effective Date.

Raymond James & Associates, Inc.

City of Pinellas Park

Derek S. Recer
Print Name:

Bart Diebold
Print Name:

Vice President
Title:

City Manager
Title:

Date: _____

Date: _____

Signature

Signature

Approved as to form and correctness:

City Attorney
City of Pinellas Park



CITY HALL - P.O.Box 1100
PINELLAS PARK, FL 33780-1100

Please Respond To:

City Attorney's Office
Lauren C. Rubenstein
James W. Denhardt
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

May 15, 2023

Ms. Suzanne Boisvert
Emergency Management Coordinator
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #23-125
Raymond James Shared Parking Agreement

Dear Ms. Boisvert:

Our office has received and reviewed the above-mentioned Raymond James Shared Parking Agreement. Our office would recommend updating paragraph 2 under "RECITALS" to read as follows:

The City agrees to release and hold harmless RJA and its parent and corporate affiliates from any claims, damages, actions or causes of action, whether to persons or property and structures or otherwise, arising out of the City's use of the parking garage(s) and the Property, in an amount not to exceed the monetary limits on liability as set forth in Florida Statute §768.28, as this statute may be amended from time to time. The provisions and limitations of Florida Statute §768.28, as this statute may be amended from time to time, are deemed to apply to this contractual agreement to release and hold harmless RJA and its parent and corporate affiliates from any claims, damages, actions or causes of action arising out of the City's use of the parking garage(s) and the Property as though this statute applied to waiver of sovereign immunity, liability, and damages for claims or actions arising in tort or contract.

Ms. Suzanne Boisvert

May 15, 2023

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Other than the above-mentioned recommendation, our office would approve of the Agreement as to form and correctness.

Very truly yours,



Lauren C. Rubenstein
City Attorney

cc: Bart Diebold, City Manager
Jennifer R. Carfagno, MMC, City Clerk
Chief Michael Haworth, Asst. City Manager
Chief Brett Schlatterer, Fire Chief

LCR/pl

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