

PARKING AGREEMENT

THIS PARKING AGREEMENT (the “Agreement”) 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 are authorized to enter into this Agreement.

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

1. 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. To the extent permitted by law, 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). Nothing contained herein shall be construed to waive or modify the provisions of F.S.768.28 as same is applicable to the City.
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 between June 1, 2019 and November 30, 2019.

5. 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.
6. 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).
7. 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.
8. 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 date last written below.

Raymond James & Associates, Inc.

City of Pinellas Park

Print Name:

Print Name:

Title:

Title:

Date:

Date:

Signature

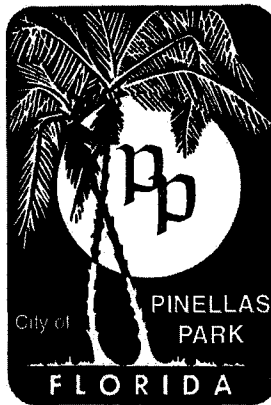
Signature

City of
PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100
PINELLAS PARK, FL 33780-1100

Please Respond To:

James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
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St. Petersburg, Florida 33713
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FLORIDA

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June 7, 2019

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

RE: City Document #19-165
Raymond James Parking Agreement

Dear Ms. Boisvert:

I have received and reviewed the above-referenced Raymond James Parking Agreement. I would approve of the Parking Agreement as to form and correctness. This Agreement does contain a hold harmless clause, requiring the City to release and hold harmless Raymond James & Associates 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 garages. Therefore, such Agreement should be presented to and approved by City Council.

Very truly yours,

James W. Denhardt
City Attorney

cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Asst. City Manager
Chief Brett Schlatterer
Debra Rose, Fire Administration Director

JWD/dh

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