

**PARKING AGREEMENT
BETWEEN
THE CITY OF ORLANDO, THE UNIVERSITY OF CENTRAL FLORIDA
AND
THE DR. PHILLIPS CENTER FOR THE PERFORMING ARTS, INC.
FOR USE OF PARKING SPACES IN CITY PARKING LOT B**

THIS PARKING AGREEMENT is made and entered into this ____ day of August, 2017, by and between the **CITY OF ORLANDO**, a municipal corporation existing by and under the laws of the state of Florida (City), the **UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES** (UCF), and the **DR. PHILLIPS CENTER FOR THE PERFORMING ARTS, INC.**, a Florida non-profit corporation (DPC).

WHEREAS, pursuant to The Bob Carr Management Agreement dated July 28, 2014 between the City and DPC (the "Bob Carr Agreement"), DPC manages and operates the City-owned Bob Carr Theatre, including the operation and management of Parking Lot B shown on Exhibit A, attached hereto, and incorporated herein, by reference (Lot B); and

WHEREAS, UCF currently owns and operates the Center for Emerging Media across the street from the Bob Carr Theatre, and is in the process of expanding its downtown campus adjacent to the School of Digital Media: and

WHEREAS, UCF has a need for additional parking on a temporary basis to serve students, faculty and visitors of its downtown campus until permanent parking is constructed in conjunction with the expansion of its downtown campus, and the City and DPC have agreed to provide Lot B to UCF under the terms and conditions set forth herein; and

NOW THEREFORE, in consideration of the mutual premises and other good and valid consideration given one party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

I. **USE OF PARKING SPACES.** The City and DPC hereby grant UCF, at no cost, the right and license to use Lot B to provide parking for its students, faculty, employees, visitors, and invitees seven days a week, twenty-four hours per day. UCF has the right during non-DPC events to restrict parking in the lot by UCF parking decal only, issue citations, and retain all revenue associated with parking operations. In addition, UCF has the right to post signs indicating "Parking by UCF decal only" for the term of the agreement. DPC hereby reserves the right to continue to operate Lot B for Bob Carr events, provided that UCF shall also be allowed to use Lot B during such Bob Carr Events, and DPC shall at all times during a Bob Carr Event reserve a minimum of twenty (20) parking spaces in Lot B for use by UCF. DPC shall not charge UCF students, faculty and employees for parking in Lot B during Bob Carr Events. DPC shall provide UCF and the City with a schedule of Bob Carr events, updated on a periodic basis as events are added/removed. DPC shall continue to retain all revenue derived from its operation of Lot B during Bob Carr Events as

set forth in the Bob Carr Agreement and UCF will not issue citations during Bob Carr Events. Lot B shall not be used, nor will UCF allow it to be used, for any purposes other than vehicle parking.

II. **TERM OF AGREEMENT.** The term of this Agreement shall commence on August 9, 2017 and terminate on August 1, 2019 (the “Term”). The Term may be renewed upon the mutual written agreement of the parties upon substantially the same terms and conditions as contained herein.

III. **TRAFFIC MANAGEMENT PLAN/BUS PARKING.** At certain days and times Bob Carr hosts youth events in which buses transport school-age children to and from the facility. The City, UCF and DPC shall cooperate to ensure Lot B can accommodate the bus parking on approximately fifteen (15) days per calendar year. Bob Carr Management will work with UCF to provide advance notice to students, faculty, and staff and to help accommodate parking in spaces that may be available in surrounding Bob Carr lots on those days.

IV. **MAINTENANCE OF LOT B.** The City shall maintain Lot B during the Term of this Agreement. The City shall also maintain the Bob Carr hardscape plaza area shown on Exhibit B, attached hereto, and incorporated herein, by reference.

V. **INDEMNIFICATION.** To the extent provided by law, UCF shall indemnify and hold harmless the City and DPC, its employees and officials, from and against all liability, claims, damages, expenses, actions, and costs of actions (including attorney's fees and costs, and attorney's fees and costs on appeal), of any kind and nature arising out of or resulting from the use or occupancy of Lot B by UCF, its agents, employees, students, faculty, customers, invitees or parkers occurring on or about Lot B during the term of this Agreement, except for those acts or occurrences caused by the City or DPC negligence. Nothing contained herein shall be deemed a waiver of UCF's sovereign immunity or the statutory limitations as set forth in Florida Statutes 768.28.

VI. **INSURANCE.** UCF, at its own expense, shall keep in force and at all times maintain in effect its standard, State of Florida State Risk Management Trust Fund insurance policies as detailed at www.ehs.ucf.edu.

VII. **NOTICES.** All written notices required hereunder shall be by hand-delivery or United States mail, addressed as follows:

To CITY:

Real Estate Division Manager
City of Orlando
400 S. Orange Avenue
Orlando, Florida 32801
Phone: 407.246.2653

With a copy to

City Attorney
City of Orlando
400 South Orange Avenue
Orlando, FL 32801

To UCF :

University of Central Florida
4365 Andromeda Loop North
Orlando, FL 32816
Attn: A. Dale Whittaker, Executive Vice-
President and Provost

With a copy to:

University of Central Florida
4365 Andromeda Loop North, Suite 360
Orlando, FL 32816
Attn: W. Scott Cole, Vice-President and General
Counsel

To DPC:

Kathy Ramsberger, President
Dr. Phillips Center for the Performing Arts, Inc.
455 South Orange Avenue
Orlando, FL 32801

With a copy to:

Hal H. Kantor, Esq.
P.O. Box 2809
Orlando, FL 32802

VIII. **ASSIGNMENT**. No party shall assign this Agreement without the prior written consent of the other parties.

IX. **DEFAULT AND REMEDIES**. If UCF fails to comply with any of its obligations hereunder, and fails to cure such non-compliance within thirty (30) days of its receipt of written notice of such non-compliance from either the City or DPC, then the City or DPC, may, at their respective option, terminate this Agreement upon written notice of termination to UCF.

X. **TERMINATION**. This Agreement may be terminated (i) at any time prior to the end of its Term by the mutual, written agreement of the City, DPC and UCF; (ii) by UCF pursuant at its convenience upon thirty days prior, written notice to the City; (iii) by the City, at its convenience, upon thirty (30) days prior, written notice to UCF; and (iv) as otherwise provided for in this Agreement.

XI. **SURRENDER OF PREMISES**. Upon the expiration or earlier termination of this Agreement, UCF shall vacate and surrender possession of Lot B in the same condition as Lot B was in when UCF first occupied it, ordinary wear and tear excepted.

XII. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement, and in all terms and conditions contained herein.

XIII. **CUMULATIVE RIGHTS.** The rights of the parties under the foregoing shall be cumulative, and in addition to any other rights, which the parties may have by statute or common law. Failure on the part of a party to exercise any of its rights hereunder shall not operate to forfeit or waive any of those rights as defined and outlined here.

XIV. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties relating to the matters set forth herein, and shall supersede all prior written or oral agreements or understandings between the City, UCF and DPC relating to the matters set forth herein. The Bob Carr Agreement shall remain in full force and effect and to the extent of any conflict between this Agreement and the Bob Carr Agreement, this Agreement shall prevail.

IN WITNESS WHEREOF, the City, UCF and DPC have executed this Parking Agreement as of the day and year first written above.

CITY OF ORLANDO, FLORIDA

By: _____
Mayor / Pro Tem

ATTEST:

By: _____
Denise Aldridge, City Clerk

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

_____, 2017.

Assistant City Attorney
Orlando, Florida

Dr. Phillips Center for the Performing Arts, Inc.

By: _____
Katherine Ramsberger, President

Witnesses (two are required):

Sign Name: _____

Print Name: _____

Sign Name: _____

Print Name: _____

**UNIVERSITY OF CENTRAL FLORIDA
BOARD OF TRUSTEES**

Witnesses (two are required):

Sign name: _____

Print name: _____

Sign name: _____

Print name: _____

By: _____

Name: _____

Title: _____

Approved as to form and legality
For the use and reliance of the
UCF only

_____, 2017

Associate General Counsel

EXHIBIT A

