

PARKING AGREEMENT

THIS PARKING AGREEMENT (the "Agreement") is made this ___ day of _____, 2021 (the "Effective Date"), by and between the **DOWNTOWN INVESTMENT AUTHORITY** ("DIA") on behalf of the City of Jacksonville, a consolidated government of the State of Florida ("City"), whose address is 117 West Duval Street, Suite 310, Jacksonville, Florida 32202, and **MAYO CLINIC JACKSONVILLE**, a Florida not for profit corporation ("Mayo").

For and in the consideration of the mutual promises herein contained the DIA and Mayo agree as follows:

1. **GRANT OF USE.** DIA hereby grants to Mayo non-exclusive access to enter the parking facility located at 214 N. Hogan Street, Jacksonville, Florida 32202 and more commonly known as the Ed Ball Garage (the "Parking Facility") during the Parking Facility's hours of operation, as established from time to time, solely for the purposes of using the unreserved parking spaces in the Parking Facility (the "Spaces") for vehicular parking for Mayo and its authorized employees, patients and customers ("Permittees") in accordance with this Agreement and Exhibit A attached hereto. The Spaces may only be used upon the prior written approval and issuance of a monthly parking permit for each Space ("Monthly Access Card") issued through the City's Office of Public Parking of the City ("City Parking Office"), the issuance of which will not be unreasonably delayed, withheld or conditioned or a parking ticket issued at the entrance of the Parking Facility (each a "Parking Ticket"). This access shall include the non-exclusive right of vehicular and pedestrian ingress and egress over and across adjacent, City-owned property as reasonably necessary to access the Spaces and shall be subject to the terms set forth in this Agreement.

2. **CONDITIONS OF USE.** During the Term, Mayo shall, and shall cause its Permittees to:

- i. not obstruct any entranceways, driveways, exits, or emergency vehicle access areas located in or about the Parking Facility; and
- ii. prevent any act from occurring on or about the Parking Facility that constitutes a nuisance or creates unpleasant or offensive noises or odors.
- iii. not allow sharing or loaning of any Monthly Access Card.
- iv. observe the posted speed limit signs when driving in the Parking Facility and to keep each Permitted Vehicle (as hereinafter defined) locked at all times while parked in the Parking Facility.
- v. park within the striped lines and in a single space.
- vi. provide the Office of Public Parking with notice of any change in information to any Request for Parking Form (as hereinafter defined) within ten (10) days of such change.

3. **TERM.** The term of this Agreement (the "Term") shall commence on the date hereof and shall terminate immediately upon the expiration or earlier termination of that certain Lease Agreement of even date herewith between Mayo and the City with regard to the premises located on the first floor of the Ed Ball Building located at 214 Hogan Street, Jacksonville, Florida 32202 (the "Lease"); provided however, the DIA shall be permitted to terminate this Agreement immediately and without giving prior notice in the event an operational emergency has been officially declared by City officials.

4. **MONTHLY ACCESS CARDS.** Prior to use of the Parking Facility on a monthly basis, each Permittee parking a vehicle in a Space in the Parking Facility shall be required to obtain a Monthly Access Card from the Office of Public Parking of the City which shall be used to enter and exit the Parking Facility ("Permitted Vehicle"). Each Permittee shall, and Mayo shall cause each Permittee to, comply with all terms and conditions of the Monthly Access Card, as established from time to time. Each Permittee shall, and Mayo shall cause each Permittee to, complete and submit a "Request for Parking Form" for each Permittee in the form attached hereto as Exhibit A, as the same may be updated by the DIA from time to time, along with a copy of a valid driver's license for each Permittee at the main business office of the Office of Public Parking located in Room 424, Fourth Floor, Yates Building, 231 East Forsyth Street, Jacksonville, Florida 32202 during regular business hours.

5. **CONDITION.** Mayo has inspected the Parking Facility and accepts it in its AS-IS, WHERE IS condition. The City shall be responsible for all maintenance of the Parking Facility during the Term. Mayo shall be responsible for the cost of all damage to the Parking Facility caused by its Permittees.

6. **ACCESS FEES.** Mayo agrees to pay, or cause its Permittees with Monthly Access Cards to pay, monthly access fees to the City at the adopted rate established by the DIA for monthly parking in the Parking Facility, which is currently One Hundred and NO/100 Dollars (\$100.00) per month for each issued Monthly Access Card (valid from the 1st day of each month through the last day of each month), plus any applicable sales tax. Monthly access fees shall be billed and paid in advance for the following month. The DIA agrees to make available up to six (6) unreserved spaces to Mayo during the Term, subject to Permittees first obtaining a Monthly Access Card. Mayo may expand, subject to availability, or decrease the number of these spaces at any time during the Term of this Agreement by providing written notice to the DIA provided, however, neither the City nor the DIA shall have any obligation to reimburse Mayo or any Permittee for any paid monthly access fees in the event the number of Spaces used by Mayo decreases.

7. **PARKING TICKETS; VALIDATION.**

a. If a Permittee takes a Parking Ticket to gain access to the Parking Facility, that Parking Ticket must be presented to the parking operator the same day prior to exiting the Parking Facility, and the posted parking rates will apply.

b. Subject to the terms of this Agreement, the City will accept Parking Tickets validated by Mayo as a credit towards daily parking fees payable by Mayo's Permittees at the Parking Facility. The City has no obligation to provide daily parking to Mayo's Permittees except on an "as available" basis as determined by the City.

c. Mayo shall pay to the City the amount of all validated Parking Tickets granted by Mayo to its Permittees as evidenced by Mayo's validation sticker. The parking rates shall be as posted at the Parking Facility and are subject to change without notice. The City will issue a monthly statement setting out the amount of validations processed, any adjustments made, and any applicable taxes. The statement will be deemed to be correct unless Mayo notifies the City of any errors or omissions within ten (10) days of the statement date. The City's invoice will be payable by Mayo within thirty (30) days. If Mayo is in breach of any term of this Agreement, including delinquent payment of any invoice, the City may refuse to accept Mayo's validated Parking Tickets until payment is received, and may terminate this Agreement effective upon written notice to Mayo, without prejudice to its other remedies. Except as expressly provided herein, the City expressly disclaims all representation and warranties, including, without

limitation, those regarding the number, location or availability of parking spaces at the Parking Facility. Neither the DIA nor the City shall be liable to Mayo for any loss or damage of any kind arising from counterfeit validations.

8. **INDEMNITY; NO LIABILITY.** Mayo shall forever release, discharge, and indemnify the City and DIA, and their respective, members, officers, officials, employees and agents and shall hold them harmless from suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage or any other damage, loss, cost, action, claim, suit, injury, liability, judgment and expense of whatever kind or nature (including without limitation reasonable attorneys' fees and costs, expert witness fees and court costs at all trial, administrative and appellate levels) arising from or out of any occurrence in, upon, at or from the Parking Facility, or any part thereof, occasioned wholly or in part by any act or omission of Mayo, its Permittees, or their respective agents, contractors, employees, servants, licensees or concessionaires; provided, however, the foregoing shall not apply to the extent any suits, actions, damages, liability and expense are caused by the gross negligence or intentional misconduct on the part of City or DIA. Neither the City nor the DIA assumes any responsibility for any loss suffered by a Permittee resulting from damage to a Permitted Vehicle whether occasioned by fire, theft, collision, or otherwise. Nor does the City or DIA assume any responsibility for any injury to the person of the Permittee while he/she and/or the Permitted Vehicle are located on or about the Parking Facility. Mayo understands that each Permittee shall assume all such risk of loss as a condition for the issuance of a Monthly Access Card or Parking Ticket pursuant to the terms and conditions thereof.

9. **ASSIGNMENT.** The rights granted to Mayo hereunder are personal to Mayo and shall not be assignable by Mayo to any other party, but may be assigned by operation of law to any successor in interest to Mayo.

10. **NOTICES.** Any notice to be given hereunder shall be in writing and shall be sent by such party by: (i) email with the sender obtaining a read receipt from the party delivered to, (ii) United States Mail, certified mail with return receipt requested with postage prepaid, or (iii) by hand delivery, by overnight courier service with a nationally recognized overnight delivery service, to each party at its address set forth below:

Mayo: Mayo Clinic Jacksonville
4500 San Pablo Road
Jacksonville, FL 32224
Attn: David Martin, Div. Chair, CPPO
Stabile South 130A

Office of Public Parking: 231 E. Forsyth St., Suite 424
Jacksonville, Florida 32202

With a copy to: Downtown Investment Authority
City Hall, Suite 310
117 W. Duval Street
Jacksonville, Florida 32202

11. **INSURANCE.** During the term of this Agreement, Mayo at its own cost and

expense, shall obtain and keep in full force and effect a policy of comprehensive general public liability insurance (including contractual liability coverage) against claims occurring on or about the Parking Facility in connection with the use thereof by Mayo and its Permittees, as set forth on Exhibit B attached hereto and incorporated herein by this reference.

12. **MAYO DEFAULT.** The failure by Mayo or any Permittee to observe or perform any of the covenants or provisions of this Agreement to be observed or performed hereunder, where such failure shall continue for a period of ten (10) days after written notice thereof is received by Mayo from the DIA shall constitute a default hereunder by Mayo; provided, however, that it shall not be deemed a default by Mayo if Mayo shall commence to cure such failure within such ten (10) day period and thereafter diligently prosecute such cure to completion. If there occurs a default by Mayo, in addition to any other remedies available to the City or the DIA at law or in equity, the City shall have the option to terminate this Agreement and all Monthly Access Cards.

13. **CITY DEFAULT.** The failure by the City to observe or perform any of the covenants or provisions of this Agreement to be observed or performed by the City, where such failure shall continue for a period of ten (10) days after written notice thereof is received by the City from Mayo shall constitute a default hereunder by the City; provided, however, that it shall not be deemed a default by the City if the City shall commence to cure such failure within said ten (10) day period and thereafter diligently prosecute such cure to completion. If there occurs a default by the City, in addition to any other remedies available to Mayo at law or in equity, Mayo shall have the option to terminate this Agreement.

14. **GENERAL TERMS.**

- a) This Agreement shall be construed and governed in accordance with the laws of the State of Florida and the provisions of this Agreement may be enforced by all appropriate actions at law or in equity.
- b) Neither this Agreement nor any notice hereof shall be recorded in the public records of Duval County, Florida.
- c) This Agreement contains the entire agreement between the parties hereto and supersedes all previous negotiations leading thereto and it may be modified only by an agreement in writing signed by the parties hereto.
- d) This Agreement and the covenants and conditions contained herein shall be binding upon and inure to the benefit of and shall apply to the successors and assigns of the DIA and to the permitted successors and assigns of Mayo.
- e) Each party represents to the other that each have the authorization to sign this Agreement have the written approvals necessary to enter into this Agreement and be bound to the terms hereunder.
- f) The captions set forth herein are for convenience of reference only and shall not affect the interpretation of this Agreement or limit or amplify any of its terms or provisions.

EXHIBIT A

Request for Parking Form

*** You must complete all fields that apply ***

**Request for Parking Application
(Picture Identification Required)**

For Office Use Only:
Lot #: _____
Date of Request: _____
Permit #: _____
Access Card#: _____
Payment Code: _____
Reserved space#: _____
Waiting List#: _____

First Name: _____
Last Name: _____ MI: _____
Date of Birth: _____ Phone No: _____
Address: _____
E-Mail: _____
Employer: _____ Dept/Div: _____
Employer's Address: _____
Work Phone No.: _____

Vehicle Information:

Additional Vehicle Information:

Specialty Plate? Yes No	If yes	Specify type: _____
Make: _____		Model: _____
Style (2dr, 4dr, etc): _____		Color: _____
Plate No: _____ State: _____		Decal Number: _____
Decal Month: _____		Decal Year: _____
VIN #: _____		

Specialty Plate? Yes No	If yes	Specify type: _____
Make: _____		Model: _____
Style (2dr, 4dr, etc): _____		Color: _____
Plate No: _____ State: _____		Decal Number: _____
Decal Month: _____		Decal Year: _____
VIN #: _____		

The City of Jacksonville and the DIA shall not be responsible for theft or damage to individuals, vehicles in the garage, or their contents. To reduce the chance of theft or damage, please place your personal items out of sight and lock your car doors. ALL PARKERS PARK AT THEIR OWN RISK AT ALL TIMES.

I acknowledge receipt of this application:

Signature

Date

In consideration of the premises and the mutual covenants and conditions herein contained, it is agreed as follows:

LESSEE, upon executing this contract, agrees to abide by all established rules and regulations adopted and published by the Parking facility relating to the administration of paid parking.

EXHIBIT B

Insurance Requirements

Without limiting its liability under this Contract, Mayo shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Mayo shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits	
Commercial General Liability	\$2,000,000	General Aggregate
	\$2,000,000	Products & Comp. Ops. Agg.
	\$1,000,000	Personal/Advertising Injury
	\$1,000,000	Each Occurrence
	\$ 50,000	Fire Damage
	\$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Additional Insurance Provisions

- A. **Certificates of Insurance.** Mayo shall deliver to the City of Jacksonville Certificates of Insurance that shows the corresponding City Contract, Bid Number or PO if applicable in the Description, Additional Insured, Waivers of Subrogation and statement as provided below. The certificates of insurance shall be insurance certificate shall be made available upon request of the City of Jacksonville.
- B. **Additional Insured:** Mayo's insurance policy shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037.
- C. **Waiver of Subrogation.** The required insurance policy shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.
- D. **Mayo's Insurance Primary.** The insurance provided by the Mayo shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.

- E. **Deductible or Self-Insured Retention Provisions.** All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Mayo. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.
- F. **Contractor's Insurance Additional Remedy.** Compliance with the insurance requirements of this Contract shall not limit the liability of Mayo or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.
- G. **Waiver/Estoppel.** Neither approval by City nor failure to disapprove the insurance furnished by Mayo shall relieve Mayo of Mayo's full responsibility to provide insurance as required under this Contract.
- H. **Certificates of Insurance.** Mayo shall provide the City Certificate(s) of Insurance that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.
- I. **Carrier Qualifications.** The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.
- J. **Notice.** Mayo shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not available then the Tenant, as applicable, shall provide said a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.
- K. **Survival.** Anything to the contrary notwithstanding, the liabilities of Mayo under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.
- L. **Additional Insurance.** Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.