CITY OF STUART

COMMUNITY REDEVELOPMENT AGENCY

MEMORANDUM OF UNDERSTANDING

DOWNTOWN VALET PARKING PROGRAM

TO: LouRonzo's Italian Fusion restaurant and The Parking Solution

FROM: David Dyess, City Manager

SUBJECT: Downtown Valet Parking Program

DATE: November 1, 2018

This Memorandum of Understanding is made between The Parking Solution, Ronald Werner, Louis Shapo, Joseph Martin, Gusto's 2, LLC., Doing Business As LouRonzo's Italian Fusion restaurant and the City of Stuart, a municipal corporation (City), concerning the implementation of a valet parking service in the historic downtown district. The purpose of this instrument is to establish a bilateral agreement between the City and The Parking Solution and LouRonzo's Italian Fusion restaurant regarding implementation of the valet parking service.

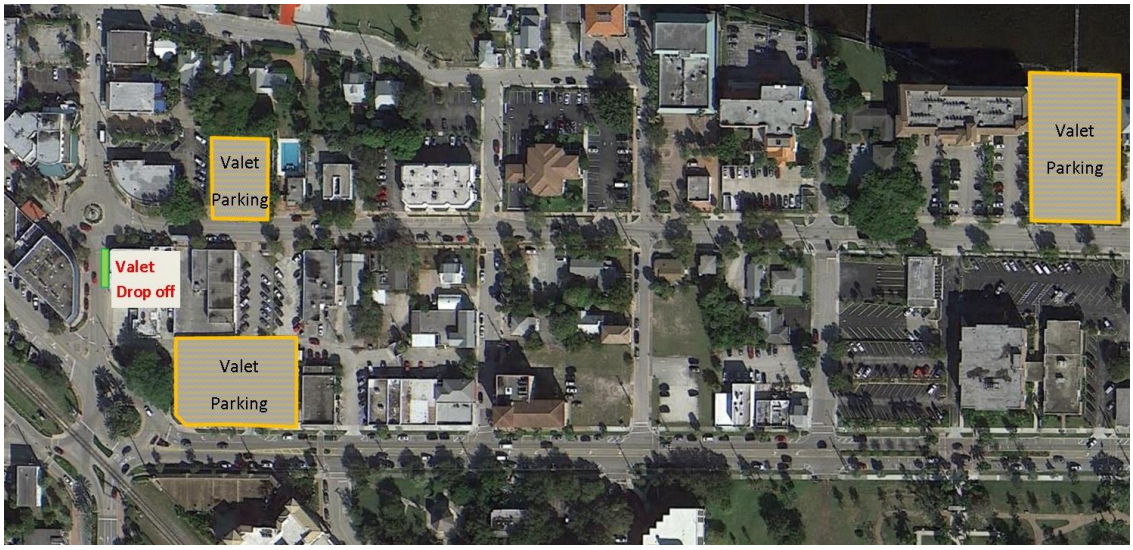
WHEREAS, the City owns and maintains the parking lot behind the Stuart Heritage Museum and the three (3) loading spaces on Colorado Avenue.

WHEREAS, the City desires to provide valet parking program for a period of time from December 1, 2018 and ending at such time as is deemed appropriate but in no circumstances later than June 1, 2019.

NOW, THEREFORE, the City and The Parking Solution, and LouRonzo's Italian Fusion restaurant agree to the following procedures and authorities for implementation of the temporary valet parking program:

1. The Parking Solution and LouRonzo's Italian Fusion restaurant shall provide the valet service located in the three parking lots described as "LouRonzo's Leased

Parking Lots" at the south end of the historic district and "City Hall Valet" shall provide the valet service located in front of City Hall at the north end of the historic district.



Map above identifies "LouRonzo's Leased Parking Lots" and "loading" spaces highlighted in green.

2. The South Valet Service shall utilize the parking lots specifically described as "LouRonzo's Leased Parking Lots" no less than Friday and Saturday evenings, from 5:00 pm until 10:00 p.m. The South Valet shall also be entitled to reserve the three "loading" spaces on Colorado Ave. (map above).

3. The North Valet Service shall be entitled to utilize the "drive thru" lane located in front of City Hall and shall park the cars in the lot located behind the Stuart Heritage Museum between the hours of 5:00 pm until 10:00 p.m. no less than Tuesday through Saturday evenings (see map below).



4. The Valet provider shall charge each car the sum of $5.00. The Parking Solution and LouRonzo's shall pay $125.00 per month to the City of Stuart for the use of right-of-way. Payment shall be made on the first of each month during the months of January 1, 2019 - June 1, 2019. During the months of January 1, 2019 - June 1, 2019, the Parking Solution and LouRonzo's shall submit payment to the City's Financial Services Department located at City Hall.

5. Liability and Sovereign Immunity. As between the City and Valet Provider, subject to the limitations of Florida law, the valet provider assumes liability for the negligence of its agents/ employees. Nothing in this Agreement shall be deemed a waiver of City's sovereign immunity afforded by the Florida Constitution, the provisions of Sec. 768.28, Fla. Stat., or a consent to be sued by third parties.

6. The Valet provider shall indemnify and hold the City harmless from any and all claims, injury or damage to persons or property caused in any manner whatsoever. The Valet provider shall provide the City with proof of insurance demonstrating liability coverage in the amount of $1,000,000 and adding Stuart as an additional insured.

7. Signs: All signage must state in blue lettering, "Downtown Stuart Valet Parking". All signage must be approved by the City liaison. The signage shall be maintained in

good condition, and placed in the designated locations as approved by the City, all signage shall be positioned no earlier than 4:30 pm and must be removed each evening no later than 9:45pm. The Parking Solution and LouRonzo's Italian Fusion restaurant will be responsible for securing the signs.

8. Access to "Stuart Heritage Museum" parking lot: The gravel parking lot behind the Stuart Heritage Museum will be accessible to The Parking Solution by 4:00pm, Friday and Saturdays during the length of this agreement. The Parking Solution will be able to lock the driveway gate behind the Flagler Center at 4:00 pm and mobilize traffic cones no earlier than 4:00 pm. In the event of a City permitted special event in the immediate downtown area (Flagler Park, Osceola Street, etc…) the City of Stuart would have the right to ask (with advance notice) for a suspension of the valet service for that particular day to avoid any additional traffic or complications due to the service.

9. Representatives of City will meet with the Valet provider and LouRonzo's at least biweekly, or as deemed necessary, to address any questions or concerns with the valet program.

10. This MOU shall become effective upon signature by the authorized officials and will remain in effect until modified by mutual written consent or terminated for any reason by either of the parties to this MOU but shall expire on June 1, 2019.

11. Assignments and Amendments. This Agreement or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the City or the County, without the prior written consent of the parties.

12. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

13. Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice. Notice for change to operating hours must be provided in writing.

14. Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

15. Severability. If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to the persons or situations

other than those as to which it shall have been held invalid or unenforceable shall not be effected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

16. Governing Law and Attorney's Fees. This Agreement shall be governed by the law of the State of Florida with venue lying in Martin County. The parties agree that each shall be responsible for their own costs and attorney's fees incurred as a result of a dispute between the parties concerning this Agreement.

17. Entire Agreement. This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. It is further understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements, whether oral or written.

ATTEST:

_____

DAVID DYESS
CITY MANAGER

ATTEST:

_____

RAJ PATEL, VALET PROVIDER

ATTEST:

_____

JOSEPH A. MARTIN, LOURONZO'S