

K15-1273

RENTAL AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
PREMIUM PARKING SERVICE L.L.C

This rental agreement ("Agreement") is entered into on December 22, 2015 with an effective date of January 1, 2016, by and between the City of New Orleans herein represented by Mitchell J. Landrieu, Mayor ("City") and Premium Parking Service, L.L.C., herein represented by James M. Huger, Manager ("Premium Parking" or "Contractor").

WHEREAS, the City seeks to rent three (3) parking spaces at 900 St. Charles St., New Orleans, with an option to increase the number of spaces to seven (7), for and on behalf of its Office of Inspector General ("OIG"); and

WHEREAS, Premium Parking, whose office is located at 1010 Common St., # 2950, New Orleans, Louisiana 70112, participated in a bidding process to provide the requested services;

WHEREAS, both the City and Premium Parking desire to enter into this Agreement pursuant to the terms and conditions contained herein;

NOW THEREFORE, the City and Premium Parking, for the consideration set forth herein and the terms and conditions contained herein, do agree as follows:

I. CONTRACTOR'S OBLIGATIONS.

A. Services. The Contractor will provide parking spaces for the City.

Contractor will also:

1. Submit complete and accurate invoices, maintain records, submit to audits and inspections, and perform all other obligations of the Contractor set forth in this Agreement;
2. Promptly correct any of its own errors or omissions and any work deemed unsatisfactory or unacceptable by the City, at no additional compensation;
3. Monitor, supervise, and otherwise control and be solely responsible for all persons performing work on its behalf;
4. Cooperate with the City and any person performing work for the City.

City officers and employees are not authorized to request or instruct the Contractor to perform any work beyond the scope or duration of this Agreement in the absence of an executed amendment to this Agreement.

B. Compliance with Laws. The Contractor, and any person performing work on its behalf, will comply with all applicable federal, state, and local laws and ordinances.

C. Audit and Inspection.

1. The Contractor will submit to any City audit, inspection, and review and, at the City's request, will make available all documents relating or pertaining to this Agreement maintained by or under the control of the Contractor, its employees, agents, assigns, successors and subcontractors, during normal business hours at the Contractor's office or place of business in Louisiana. If no such location is available, the Contractor will make the documents available at a time and location that is convenient for the City.

2. The Contractor will abide by all provisions of City Code § 2-1120, including but not limited to City Code § 2-1120(12), which requires the Contractor to provide the OIG with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the Agreement. The Contractor agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

II. REPRESENTATIONS AND WARRANTIES.

A. The Contractor represents and warrants to the City that:

- i. The Contractor, through its duly authorized representative, has the full power and authority to enter into and execute this Agreement;
- ii. The Contractor is not in breach of any federal, state, or local statute or regulation applicable to the Contractor or its operations;
- iii. The Contractor has read and fully understands this Agreement and is executing this Agreement willingly and voluntarily; and
- iv. All of the representations and warranties in this Article and elsewhere in this Agreement are true and correct as of the date of this Agreement by the Contractor and the execution of this Agreement by the Contractor's representative constitutes a sworn statement, under penalty of perjury, by the Contractor as to the truth of the foregoing representations and warranties.

B. Convicted Felon Statement. The Contractor complies with City Code § 2-8(c) and no principal, member, or officer of the Contractor has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

C. Non-Solicitation Statement. The Contractor has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

III. COMPENSATION.

A. Rate of Compensation.

The City will rent a minimum of three (3) parking spaces for \$140 per month per parking space. The City will have the option, with ten (10) days' notice, to increase the number of parking spaces up to seven (7) spaces for \$140 per month per parking space. In consideration for this Agreement, the City will pay the Contractor a maximum aggregate amount of NINETEEN THOUSAND NINE HUNDRED NINETY-NINE AND 00/100 (\$19,999.00) DOLLARS.

This Agreement does not guarantee any amount or compensation except as specifically authorized by the City in accordance with the terms and conditions of this Agreement.

IV. DURATION AND TERMINATION.

A. Term. The term of this Agreement is three (3) years from the effective date of the Agreement. The Contractor will be released from this Agreement upon satisfactory completion of the project. The City will provide written acknowledgement that releases the Contractor from this Agreement.

B. Termination for Convenience. The City may terminate this Agreement at any time during the term of the Agreement by giving the Contractor written notice of the termination at least thirty (30) calendar days before the intended date of termination.

C. Termination for Non-Appropriation. Notwithstanding anything stated to the contrary herein, this Agreement will terminate immediately in the event of non-appropriation of funds sufficient to maintain this Agreement without the requirement of notice.

D. Termination for Cause. The City may terminate this Agreement immediately for cause by sending written notice to the Contractor. "Cause" includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement, including any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General.

V. NOTICE.

A. Notice Requirements. Any notice, demand, communication or request required or permitted under this Agreement (except for any routine communications) shall be in writing and delivered in person or by certified mail, return receipt requested, as follows:

i. To the OIG:

Office of Inspector General, General Counsel
City of New Orleans
525 St. Charles Avenue
New Orleans, LA 70130

ii. To the Contractor:

Premium Parking
Attn: Brian Showalter, Chief Financial Officer
1010 Common St., # 2950
New Orleans, LA 70112

All changes of address or recipient(s) must be provided to each party in a writing that specifically identifies this Agreement. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of OIG and the Contractor.

B. Receipt of Notices. Notices are effective upon receipt at the address specified above. Any notice sent but not received by or delivered to the intended recipient because of any refusal or evasion of delivery shall be deemed effective on the date of the first attempted delivery.

VI. ADDITIONAL PROVISIONS.

A. Limitations of the City's Obligations. The City has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

B. Ownership Interest Disclosure. The Contractor will provide a sworn affidavit listing all natural or artificial persons with an ownership interest in the Contractor and stating that no other person holds an ownership interest in the Contractor via a counter letter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Contractor fails to submit the required affidavits, the City may, after 30 days' written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

C. Prohibition of Financial Interest in Agreement. No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of Contractor, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to Contractor pursuant to this Agreement without regard to Contractor's otherwise satisfactory performance of the Agreement.

D. Assignment. This Agreement and any part of the Contractor's interest in it are not assignable or transferable without the City's prior written consent.

E. Terms Binding. The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

F. Jurisdiction. The Contractor consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of the Contractor.

G. Choice of Law. This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

H. Construction of Agreement. Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of this Agreement shall be construed or resolved in favor of or against the City or the Contractor on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

I. Severability. Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.

J. Survival of Certain Provisions. All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, and choice of law shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

K. No Third Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

L. Amendment. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

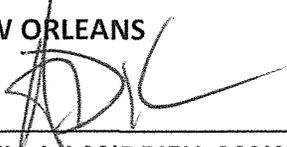
M. Non-Waiver. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of either party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

N. Entire Agreement. This Agreement, including all incorporated documents,

constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

IN WITNESS WHEREOF, the City and the Contractor execute this Agreement.

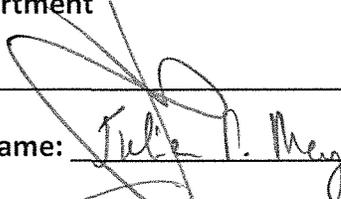
CITY OF NEW ORLEANS

BY: 

MITCHELL J. LANDRIEU, MAYOR 12/30/15

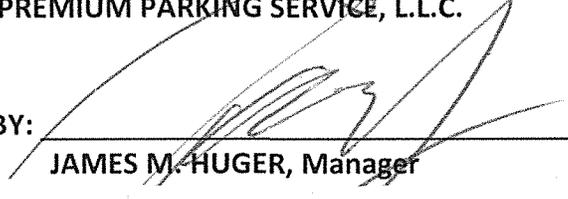
FORM AND LEGALITY APPROVED:

Law Department

By: 

Printed Name: Tisha P. Meyer

PREMIUM PARKING SERVICE, L.L.C.

BY: 

JAMES M. HUGER, Manager