



VILLAGE OF PALMETTO BAY
 9705 E. HIBISCUS STREET
 PALMETTO BAY, FLORIDA 33157
 (305) 259-1234 Fax: (305) 259-1290

Approved
Edward Silva for Edward Silva
 Edward Silva, Village Manager
 2/12/19
 Date

REQUEST FOR PUBLIC RECORDS

Requests are filled in accordance with the provisions of Chapters 119 and 257, Florida Statutes.

DATE: 1/9/19
 NAME: Eugene Flinn
 COMPANY: _____
 ADDRESS: _____
 PHONE: 305-302-3713 FAX: _____
 EMAIL: eugene.flinn@bellsouth.net

REQUEST (Attach additional page, if necessary): Copies of the following documents:

* Please see attached
on-line request.

FOR USE BY VILLAGE STAFF ONLY

TRACKING NO.: 2019-005

DATE FORWARDED: 1/9/19

ASSIGNED DEPT: Administrative

DATE REQUEST FILLED: _____

NUMBER OF COPIES: _____

ESTIMATED TIME (IF APPLICABLE): _____

ESTIMATED COST: _____

HOW WAS REQUEST FILLED? _____

IF NOT FILLED, REASON: _____

BY: _____

OK

Melissa Dodge

From: noreply@civicplus.com
Sent: Wednesday, January 09, 2019 9:46 AM
To: Missy Arocha; Melissa Dodge
Subject: Online Form Submittal: Public Records Requests

Public Records Requests

PUBLIC RECORDS REQUEST [Public Records Policy](#)
FORM

Date	1/9/2019
Name	Eugene Flinn
Company	<i>Field not completed.</i>
Phone Number	3053023713
Email Address	eugeneflinn@bellsouth.net
Address	<i>Field not completed.</i>
Preferred Delivery Method	Electronic (via email- email address required)
Are you a member of the media?	No

Public Record Request(s): I am requesting the following public records. Please note that the term documents is to be construed in its most broad terms and includes, but is not limited to the following: E-mails, Notes, memoranda, studies, personal notes, correspondence, calendar entries, telephone messages, and/or any form of electronic communication. This request covers the period of time beginning October 1, 2018, to date of response. Any documentation relating to the proposed lease with Holy Rosary - St. Richards Church (1/7/2018 agenda item 4B.). A copy of agenda item 4B. is specifically NOT requested. Any documents relating to daily/weekly/monthly park & ride boardings. Any documentation relating to the process involved in the determination that 78 spaces are needed at Holy Rosary - St. Richards Church. Any documentation distributed internally, including between the Manager and other charter officers or department directors or employees relating to the proposed lease with Holy Rosary - St. Richards Church. Any documentation distributed internally, including between the

Phone Number	3053023713
Email Address	eugeneflenn@bellsouth.net
Address	<i>Field not completed.</i>
Preferred Delivery Method	Electronic (via email- email address required)
Are you a member of the media?	No

Public Record Request(s): I am requesting the following public records. Please note that the term documents is to be construed in its most broad terms and includes, but is not limited to the following: E-mails, Notes, memoranda, studies, personal notes, correspondence, calendar entries, telephone messages, and/or any form of electronic communication. This request covers the period of time beginning October 1, 2018, to date of response. Any documentation relating to the proposed lease with Holy Rosary - St. Richards Church (1/7/2018 agenda item 4B.). A copy of agenda item 4B. is specifically NOT requested. Any documents relating to daily/weekly/monthly park & ride boardings. Any documentation relating to the process involved in the determination that 78 spaces are needed at Holy Rosary - St. Richards Church. Any documentation distributed internally, including between the Manager and other charter officers or department directors or employees relating to the proposed lease with Holy Rosary - St. Richards Church. Any documentation distributed internally, including between the Manager (including any other charter officer or Village Staff or consultants) with any member of the Village Council relating to the proposed lease with Holy Rosary - St. Richards Church. Any documentation relating to the process involved in the determination of lease calculations, including, but not limited to the "up to" \$1,800.00 proposal Holy Rosary - St. Richards Church. Any documentation relating to communications between the Manager / staff and village council members. Any documentation relating to communications between the Manager / staff / village council members and members of the public relating to the Park & Ride located at Holy Rosary - St. Richards Church. Any documentation relating to communications between the Manager / staff / village council members and representatives of or on behalf of Holy Rosary - St. Richards Church. Note that these documents are recent and any in existence should be available immediately without research or need for extraordinary handing.

Thank You
Please note that there may be a fee associated with your request depending on the

extent of the information being requested. If so, the Office of the Village Clerk will contact you about any associated fees. If you have any further questions, please email Village Clerk Arocha at marocha@palmettbay-fl.gov

Email not displaying correctly? [View it in your browser.](#)

Admin Temp

From: Olga Cadaval
Sent: Tuesday, January 22, 2019 10:43 AM
To: Edward Silva (esilva@palmettobay-fl.gov)
Subject: FW: Park & Ride Lease Agreement Renewal

I think we should be prepared to explain the sequence of events that led to the first quote and the second.

Sincerely,
Olga Cadaval
Deputy Manager
Village of Palmetto Bay

"Success is not final; failure is not fatal; it is the courage to continue that counts."
— **Winston Churchill**

From: Dionisio Torres <dtorres@palmettobay-fl.gov>
Sent: Tuesday, January 22, 2019 10:34 AM
To: Edward Silva <esilva@palmettobay-fl.gov>; Olga Cadaval <ocadaval@palmettobay-fl.gov>
Cc: Public Works Temp <pwtemp@palmettobay-fl.gov>
Subject: FW: Park & Ride Lease Agreement Renewal

Good morning Ed/Olga,

Please see below regarding Park & Ride Lease agreement, please note that they have added an automatic renewal provision for an additional 6 month term unless either party decides to cancel, in writing.

Thank you, I will make arrangements to pick up the contract for signature.

Please let me know if you need anything else.

Respectfully,

Dio

Dionisio F. Torres, P.E.
Director of Public Services
Village of Palmetto Bay
305-969-5086

From: Paul Otero [<mailto:potero@hrsrgcs.org>]
Sent: Tuesday, January 22, 2019 10:27 AM
To: Dionisio Torres
Subject: Re: Park & Ride Lease Agreement Renewal

Dionisio,

I have the contract for the Parking Lot Space usage agreement ready to be picked up and signed.

After City signatures are completed, please return it so that I can forward it to the Archdiocese.

Please note that this contract includes an automatic renewal provision whereby the agreement automatically renews for additional 6 month term unless either party provides written notice of the intent to terminate so not to have another agreement signed at the Pastoral Center.

Otherwise it is substantially the same as the prior iteration.

Please let me know if you have any questions or concerns.

Have a blessed day,

Paul D. Otero, MB, BS, ThM
Catechesis & Managing Director

Our Lady of the Holy Rosary - St. Richard Catholic Church
7500 SW 152nd Street
Palmetto Bay, FL 33157
Phone (305) 233-8711 Ext 111
Fax (305) 254-2756
E-mail potero@hrsres.org

On Mon, Jan 14, 2019 at 8:56 AM Dionisio Torres <dtorres@palmettobay-fl.gov> wrote:

Good morning Mr. Otero,

I hope you had a great weekend. When you get a chance please call me to discuss the Park & Ride Lease Agreement. We brought the proposed renewal for the lease agreement up at our last Council Meeting (last week Monday January 07, 2019). Unfortunately, we received a lot of negative feedback from residents and Council regarding the proposed monthly rental amount of \$1,800. The rate was too high for them considering that even though we have up to 78 parking spaces available, the reality is that we only use 15-20 parking spaces on any given day.

Would it be possible to renew the lease agreement for around \$600/month for a 6 month term and then reassess the daily usage before agreeing to another extension?

We believe the park & ride has been successful to this point and would like to see the continued growth of the park & ride program at your facility.

Please review our revised proposal and let us know your thoughts.

Thank you in advance for all of your help thus far.

Have a blessed day.

Respectfully,

Dio

Dionisio F. Torres, P.E.

Director of Public Services

Village of Palmetto Bay

305-969-5086

Admin Temp

From: Olga Cadaval
Sent: Tuesday, January 15, 2019 12:43 PM
To: Dionisio Torres
Subject: Fwd: Park & Ride Lease Agreement Renewal

Great job!

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Paul Otero <potero@hrsrgs.org>
Date: 1/15/19 11:46 AM (GMT-05:00)
To: Dionisio Torres <dtorres@palmettobay-fl.gov>
Cc: Public Works Temp <pwtemp@palmettobay-fl.gov>, Edward Silva <esilva@palmettobay-fl.gov>, Olga Cadaval <ocadaval@palmettobay-fl.gov>
Subject: Re: Park & Ride Lease Agreement Renewal

Mr. Torres,

As per Fr. Sullivan request, he has authorized the six month contract and cost of \$600.00 per month for the duration of the said contract.

Should you have any questions or concerns, please do not hesitate to contact me.

Have a blessed day,

Paul D. Otero, MB, BS, ThM
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Please review our revised proposal and let us know your thoughts.

Thank you in advance for all of your help thus far.

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Dio

Dionisio F. Torres, P.E.

Director of Public Services

Village of Palmetto Bay

305-969-5086

Admin Temp

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Sent: Tuesday, January 15, 2019 11:46 AM
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Cc: Public Works Temp; Edward Silva; Olga Cadaval
Subject: Re: Park & Ride Lease Agreement Renewal

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Have a blessed day.

Respectfully,

Dio

Dionisio F. Torres, P.E.

Director of Public Services

Village of Palmetto Bay

305-969-5086

Admin Temp

From: Dionisio Torres
Sent: Monday, January 14, 2019 8:57 AM
To: Paul Otero; Public Works Temp
Cc: Edward Silva; Olga Cadaval
Subject: Park & Ride Lease Agreement Renewal

Good morning Mr. Otero,

I hope you had a great weekend. When you get a chance please call me to discuss the Park & Ride Lease Agreement. We brought the proposed renewal for the lease agreement up at our last Council Meeting (last week Monday January 07, 2019). Unfortunately, we received a lot of negative feedback from residents and Council regarding the proposed monthly rental amount of \$1,800. The rate was too high for them considering that even though we have up to 78 parking spaces available, the reality is that we only use 15-20 parking spaces on any given day.

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Have a blessed day.

Respectfully,

Dio

Dionisio F. Torres, P.E.
Director of Public Services
Village of Palmetto Bay
305-969-5086

Admin Temp

From: Dionisio Torres
Sent: Wednesday, December 26, 2018 2:53 PM
To: Edward Silva; Olga Cadaval
Cc: Public Works Temp
Subject: St. Richard's Park & Ride Change to 1 year term
Attachments: MEMO Contract Extension changed term to 12 Months December 26 2018.doc;
RESOLUTION Contract Extension changed term to 12 months December 26 2018.doc

Good afternoon Ed/Olga,

Attached please find the change from a 6 month term to 1 year.

Thank you.

Respectfully,

Dio

Dionisio F. Torres, P.E.
Director of Public Services
Village of Palmetto Bay
305-969-5086



To: Honorable Mayor and Village Council

Date: December 26, 2018

From: Edward Silva, Village Manager _____

Re: Contract Extension for St. Richards Church & Park and Ride

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A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO TRANSIT OPERATIONS; AUTHORIZING THE VILLAGE MANAGER TO RENEW THE LEASE AGREEMENT WITH ST. RICHARD HOLY ROSARY CATHOLIC CHURCH FOR THE PROVISION OF A PARK AND RIDE LOT FOR A TWELVE (12) MONTH PERIOD; ALLOCATING FUNDING NOT TO EXCEED \$1,800 PER MONTH TO BE FUNDED FROM THE FY2018-19 CITT TRANSIT 20% SURTAX; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

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BACKGROUND AND ANALYSIS:

During the Regular Council meeting of February 5, 2018, Resolution No. 2018-13 was adopted allowing for a six (6) month trial period of a Park and Ride service within the St. Richards Holy Rosary Catholic Church parking lot. The service includes a one-seat ride to the Dadeland South Metrorail station on the County's Transitway. The program has been successful in providing an alternative to Palmetto Bay commuters to access Metrorail. Additionally, the program has increased ridership on the I-Bus from 238 boardings during its first week of operation to 341 as of the end of August. Ridership prior to the launch of the Park and Ride program was limited to 57 boarding per week for both operating routes.

Based on its success and the positive feedback received from the community, the Village wishes to continue the program and Administration is requesting authorization from the Council allowing the Village Manager to renew the current Space Usage Agreement with Our Lady of the Holy Rosary - St. Richard Catholic Church for a twelve (12) month period to lease approximately 78 park/ride spaces. During the term of this

Re: Contract Extension for St. Richards Church & Park and Ride
Page 2 of 2

proposed action, the Village will pay a monthly fee not to exceed \$1,800. The Park and Ride location will continue to service commuters connecting to Palmetto Bay shuttle bus services with connection to Miami-Dade Transit.

FISCAL IMPACT:

The recommended allocation of \$1,800 per month for a twelve (12) month period for a total of \$21,600 is available from the fund balance of the FY2018-2019 CITT Transit 20% Surtax (#1021-544-21-30-52003000); the balance of which is \$30,000.

Attachments (1):

- Attachment A: St. Richard Catholic Church Draft Lease Agreement
- Attachment B: Resolution No. 2018-13

1 **Section 1.** The Village Council authorizes the Village Manager to
2 renew the lease agreement with St. Richard Church (Attachment A) for
3 use of their parking facility.
4

5 **Section 2.** The Village Council accepts and approves the funding
6 in the amount up to \$1,800.00/month for a twelve (12) month period for
7 a total of \$21,600.
8

9 **Section 3.** This resolution shall take effect immediately upon its
10 adoption.
11

12 **PASSED and ADOPTED** this 7th day of January, 2019.
13

14
15 Attest:
16

17
18
19 _____
20 Missy Arocha
21 Village Clerk

22
23 _____
24 Karyn Cunningham
25 Mayor

26
27 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
28 USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY,
29 FLORIDA ONLY:
30

31
32
33
34
35
36
37
38
39 _____
Dexter W. Lehtinen
Village Attorney

1 **FINAL VOTE AT ADOPTION:**
2
3 Council Member Marsha Matson _____
4
5 Council Member David Singer _____
6
7 Council Member Patrick Fiore _____
8
9 Vice-Mayor John DuBois _____
10
11 Mayor Karyn Cunningham _____

Admin Temp

From: Desmond Chin
Sent: Thursday, November 08, 2018 4:47 PM
To: Litsy Pittser
Subject: FW: Copy of 18-19 - COMPLIANCE TEMPLATE - 5 YEAR PLAN October 31 2018.xlsx
Attachments: Park & Ride COntact - Holy Rosary.pdf

Desmond Chin
Finance Director
Village of Palmetto Bay
305-259-1268 Phone
305-259-1290 Fax

Under Florida Law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: Public Works Temp
Sent: Thursday, November 08, 2018 4:45 PM
To: Desmond Chin
Subject: RE: Copy of 18-19 - COMPLIANCE TEMPLATE - 5 YEAR PLAN October 31 2018.xlsx

The signed contract is attached

From: Desmond Chin
Sent: Thursday, November 08, 2018 11:35 AM
To: Public Works Temp
Subject: RE: Copy of 18-19 - COMPLIANCE TEMPLATE - 5 YEAR PLAN October 31 2018.xlsx

Could he be a little more specific what he is looking for?

Desmond Chin
Finance Director
Village of Palmetto Bay
305-259-1268 Phone
305-259-1290 Fax

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From: Public Works Temp
Sent: Thursday, November 08, 2018 11:31 AM
To: Desmond Chin
Subject: Copy of 18-19 - COMPLIANCE TEMPLATE - 5 YEAR PLAN October 31 2018.xlsx

Good morning Desmond,

I am working on certain aspects of the attached report. I spoke to Dio regarding it and he feels there are some portions that you may have the information for.

Please let me know if you can assist in getting this report filled out.

Thank you,
Yvonne

OUR LADY OF THE HOLY ROSARY
ST. RICHARD CATHOLIC CHURCH & SCHOOL

7500 SW 152nd Street • Palmetto Bay, Florida 33157 • 305-233-8711
18455 Franjo Road • Cutler Bay, Florida 33157 • 305-235-5442

NON-EXCLUSIVE SPACE USAGE AGREEMENT AND LICENSE
(Parking Lot Spaces)

This License Agreement (hereinafter the "Agreement") is made this 31st day of May 2018 between Our Lady of the Holy Rosary - St. Richard Catholic Church (a term which includes the Archdiocese of Miami and the Most Rev. Thomas Wenski, Archbishop of the Archdiocese of Miami, his successors in office, a corporation sole), whose address is 7500 SW 152nd Street, Palmetto Bay, FL 33157 (hereinafter jointly the "Licensor") and the Village of Palmetto Bay whose mailing address is 9495 SW 180th Street, Palmetto Bay, FL 33157 (hereinafter the "Licensee").

Licensor hereby licenses to licensee, on a non-exclusive basis, the use of a certain portion of the parish (hereinafter the "Premises") located in the Village of Palmetto Bay, County of Miami-Dade, State of Florida, more particularly described as follows:

A portion of the parking lot adjacent to the Parish located at 7500 SW 152nd Street, Palmetto Bay, FL 33157, as depicted on exhibit A, up to a maximum of seventy-eight (78) parking spaces.

1. TERM. Licensor licenses the use of the Premises to Licensee for the following dates and times: the commencement date shall become effective this 11th day of June ~~2017~~ 2018 and shall remain in effect for a trial period of six (6) months thereafter ("Term").

At all times during the Term of the Agreement, Licensor and Licensee shall each have the option, in their sole discretion with or without cause, to terminate this License by giving thirty (30) days' written notice.

2. USE OF PREMISES.

a. Licensor covenants that it is the owner of the Premises located in Miami-Dade County, Florida. Licensee's use of the Premises shall not constitute a tenancy of any kind, and this Agreement is not a lease.

b. During the term of this Agreement, Licensee shall have the non-exclusive use of the Premises for the following purpose(s): Park N' Ride for Village Ibus customers from Monday through Friday from 6:30 am to 6:00 pm Eastern Daylight Time. Licensor shall have the right to designate, from time to time, which individual parking spaces within the Parking Area the Licensee will use. Licensee may not use the area for overnight storing, washing, cleaning, waxing, detailing and/or repairing of vehicles.

c. Licensee agrees to restrict its use to such purposes, and not to use, or permit the use of, the Premises for any other purpose without first obtaining the consent of Licensor.

d. Licensee covenants and agrees:

- (i) Condition of Premises. To quit and surrender said Premises and all equipment therein to Licensor at the end of said term in the same condition as the date of the commencement of this Agreement, ordinary use and wear thereof only accepted. Licensee accepts the Premises in its "as-is" condition.
- (ii) The Village will perform daily maintenance of the area depicted in a map to be attached as Exhibit "A" of the agreement. The Village will maintain the Property in a condition similar to its condition at the commencement of this agreement and shall return said property to substantially the condition it was in as of the commencement of this agreement when this agreement is terminated.
- (iii) Rules and Regulations. To abide by and conform to all rules and regulations from time to time adopted or prescribed by Licensor, for the governance and management of the Premises.
- (iv) Ordinance and Statutes. Licensor and Licensee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereinafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Licensee.

3. CONSIDERATION. During the Term, Licensee agrees to donate a monthly amount of not less than \$1.00.

4. ASSIGNMENT AND SUBLICENSING. This License is not assignable.

5. ENTRY AND INSPECTION. Licensee's use of the Premises is non-exclusive, and Licensor may enter at any time and for any purpose while Licensee is utilizing the Premises or at any other time.

Specifically, Licensee understands there will be church events whose attendees may share the area with Licensee.

6. NUISANCE. Licensee shall not use the Premises for any unlawful purpose or in any way which will constitute a nuisance or interfere with Licensor's use of the Premises.

7. LIABILITY/INDEMNIFICATION OF LICENSOR. It is expressly understood and agreed by and between the parties hereto that in no case shall the said Licensor be liable to the said Licensee, its invitees, or any other person or persons, for any injury, loss and/or damage to any person or property on the Premises arising out of or relating to any act, error, or omission of Licensee, whether the same is caused by or results from the carelessness, negligence, or improper conduct of the Licensee, its agents or employees or otherwise, the said Licensee hereby taking all risk and indemnifying Licensor for any such damage or injury. Licensee agrees to hold Licensor harmless from any claims for damages, caused by the act, error, or omission of Licensee, its agents, employees, assigns, invitees or otherwise.

8. INDEPENDENCE OF LICENSEE. It is expressly understood and agreed by and between the parties hereto that Licensee is not owned, operated, sponsored, affiliated, or otherwise under the direction or control of Licensor. Licensor has no authority or control over any aspect of Licensee's operations, except as provided in this Agreement. Licensee is an entity entirely independent of Licensor, related only by the independent contractual terms of this Agreement.

9. WARRANTIES BY LICENSOR. It is further expressly understood and agreed by and between the parties hereto that this Agreement does not contain or embody, and shall not be construed to contain or embody any implied covenant, warranty or agreement on the part of Licensor, and there are no verbal agreements whatever between the Licensor and Licensee, and no agreements nor covenants exist between them except those representations, warranties and agreements expressed in writing in this instrument.

10. INSURANCE. Licensee, at its cost, shall provide liability coverage in the amount of One Million and No Cents (\$1,000,000.00) Dollars per occurrence, and Two Million and No Cents (\$2,000,000.00) Dollars in the aggregate.

All insurance shall be placed with companies admitted to do business in the State of Florida or which shall have an AM Best rating of at least an "A." Licensor must be a certificate holder on any policy of

Insurance purchased by Licensee in compliance with this Agreement, and it is entitled to receive a copy of any policies of insurance within thirty (30) days of the effective date of the policy. Licensee shall obtain the insurer's agreement to give not less than thirty (30) days' advance notice to Licensor before cancellation, expiration or alteration of any policy of insurance. Licensee agrees to maintain such policies of insurance during the term of this Agreement, and any failure to do so will constitute a breach of the

terms of the Agreement. Licensor shall be named as an additional insured and said policy will be primary over any other collectible insurance for any liability arising out of or relating to claims in connection with this Agreement. Licensee and its insurer shall waive any claim or right to subrogation.

11. ENTIRE AGREEMENT. The foregoing constitutes the entire Agreement between the parties and may be modified only by a writing signed by both parties.

IN WITNESS, WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

WITNESS: Our Lady of the Holy Rosary-St. Richard Catholic Church
7500 SW 152nd Street
Palmetto Bay 33157

BY: _____
Licensor

BY: *Mr. Eduardo Harley*
Archdiocese of Miami

Approved by Attorney
as to form and legal sufficiency

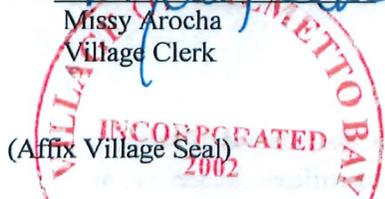
Archdiocese of Miami Attorney

WITNESS: VILLAGE OF PALMETTO BAY, a municipal
corporation of the State of Florida

Demary Jane D. Torres
P.S. Director
BY: *[Signature]*
Public Services Director
Licensee

BY: *[Signature]*
Edward Silva
Village Manager

ATTEST:
BY: *[Signature]*
Missy Arocha
Village Clerk



Approved by Village Attorney
as to legal form and correctness

[Signature]
Village Attorney

OUR LADY OF THE HOLY ROSARY
ST. RICHARD CATHOLIC CHURCH & SCHOOL

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A portion of the parking lot adjacent to the Parish located at 7500 SW 152nd Street, Palmetto Bay, FL 33157, as depicted on exhibit A, up to a maximum of seventy-eight (78) parking spaces.

1. TERM. Licensor licenses the use of the Premises to Licensee for the following dates and times: the commencement date shall become effective this 11th day of June 2017 and shall remain in effect for a trial period of six (6) months thereafter ("Term").

2018 D.F.T.

At all times during the Term of the Agreement, Licensor and Licensee shall each have the option, in their sole discretion with or without cause, to terminate this License by giving thirty (30) days' written notice.

2. USE OF PREMISES.

a. Licensor covenants that it is the owner of the Premises located in Miami-Dade County, Florida. Licensee's use of the Premises shall not constitute a tenancy of any kind, and this Agreement is not a lease.

b. During the term of this Agreement, Licensee shall have the non-exclusive use of the Premises for the following purpose(s): Park N' Ride for Village Ibus customers from Monday through Friday from 6:30 am to 6:00 pm Eastern Daylight Time. Licensor shall have the right to designate, from time to time, which individual parking spaces within the Parking Area the Licensee will use. Licensee may not use the area for overnight storing, washing, cleaning, waxing, detailing and/or repairing of vehicles.

c. Licensee agrees to restrict its use to such purposes, and not to use, or permit the use of, the Premises for any other purpose without first obtaining the consent of Licensor.

d. Licensee covenants and agrees:

- (i) Condition of Premises. To quit and surrender said Premises and all equipment therein to Licensor at the end of said term in the same condition as the date of the commencement of this Agreement, ordinary use and wear thereof only accepted. Licensee accepts the Premises in its "as-is" condition.
- (ii) The Village will perform daily maintenance of the area depicted in a map to be attached as Exhibit "A" of the agreement. The Village will maintain the Property in a condition similar to its condition at the commencement of this agreement and shall return said property to substantially the condition it was in as of the commencement of this agreement when this agreement is terminated.
- (iii) Rules and Regulations. To abide by and conform to all rules and regulations from time to time adopted or prescribed by Licensor, for the governance and management of the Premises.
- (iv) Ordinance and Statutes. Licensor and Licensee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereinafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Licensee.

3. CONSIDERATION. During the Term, Licensee agrees to donate a monthly amount of not less than \$1.00.

4 ASSIGNMENT AND SUBLICENSING. This License is not assignable.

5. ENTRY AND INSPECTION. Licensee's use of the Premises is non-exclusive, and Licensor may enter at any time and for any purpose while Licensee is utilizing the Premises or at any other time.

Specifically, Licensee understands there will be church events whose attendees may share the area with Licensee.

6. NUISANCE. Licensee shall not use the Premises for any unlawful purpose or in any way which will constitute a nuisance or interfere with Licensor's use of the Premises.

7. LIABILITY/INDEMNIFICATION OF LICENSOR. It is expressly understood and agreed by and between the parties hereto that in no case shall the said Licensor be liable to the said Licensee, its invitees, or any other person or persons, for any injury, loss and/or damage to any person or property on the Premises arising out of or relating to any act, error, or omission of Licensee, whether the same is caused by or results from the carelessness, negligence, or improper conduct of the Licensee, its agents or employees or otherwise, the said Licensee hereby taking all risk and indemnifying Licensor for any such damage or injury. Licensee agrees to hold Licensor harmless from any claims for damages, caused by the act, error, or omission of Licensee, its agents, employees, assigns, invitees or otherwise.

8. INDEPENDENCE OF LICENSEE. It is expressly understood and agreed by and between the parties hereto that Licensee is not owned, operated, sponsored, affiliated, or otherwise under the direction or control of Licensor. Licensor has no authority or control over any aspect of Licensee's operations, except as provided in this Agreement. Licensee is an entity entirely independent of Licensor, related only by the independent contractual terms of this Agreement.

9. WARRANTIES BY LICENSOR. It is further expressly understood and agreed by and between the parties hereto that this Agreement does not contain or embody, and shall not be construed to contain or embody any implied covenant, warranty or agreement on the part of Licensor, and there are no verbal agreements whatever between the Licensor and Licensee, and no agreements nor covenants exist between them except those representations, warranties and agreements expressed in writing in this instrument.

10. INSURANCE. Licensee, at its cost, shall provide liability coverage in the amount of One Million and No Cents (\$1,000,000.00) Dollars per occurrence, and Two Million and No Cents (\$2,000,000.00) Dollars in the aggregate.

All insurance shall be placed with companies admitted to do business in the State of Florida or which shall have an AM Best rating of at least an "A." Licensor must be a certificate holder on any policy of

Insurance purchased by Licensee in compliance with this Agreement, and it is entitled to receive a copy of any policies of insurance within thirty (30) days of the effective date of the policy. Licensee shall obtain the insurer's agreement to give not less than thirty (30) days' advance notice to Licensor before cancellation, expiration or alteration of any policy of insurance. Licensee agrees to maintain such policies of insurance during the term of this Agreement, and any failure to do so will constitute a breach of the

terms of the Agreement. Licensor shall be named as an additional insured and said policy will be primary over any other collectible insurance for any liability arising out of or relating to claims in connection with this Agreement. Licensee and its insurer shall waive any claim or right to subrogation.

11. ENTIRE AGREEMENT. The foregoing constitutes the entire Agreement between the parties and may be modified only by a writing signed by both parties.

IN WITNESS, WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

WITNESS:

Our Lady of the Holy Rosary-St. Richard Catholic Church
7500 SW 152nd Street
Palmetto Bay 33157

BY: _____
Licensor

BY: *Fr. Christopher Hawley*
Archdiocese of Miami

Approved by Attorney
as to form and legal sufficiency

Archdiocese of Miami Attorney

WITNESS:

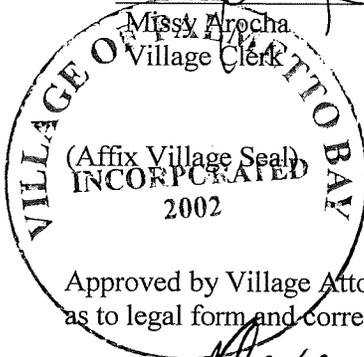
VILLAGE OF PALMETTO BAY, a municipal
corporation of the State of Florida

Demario Torres - D. Torres
[Signature] Public Services
BY: _____
Public Services Director
Licensee

BY: *[Signature]*
Edward Silva
Village Manager

ATTEST:

BY: *[Signature]*
Missy Arecha
Village Clerk



Approved by Village Attorney
as to legal form and correctness

[Signature]
Village Attorney

OUR LADY OF THE HOLY ROSARY – ST. RICHARD CATHOLIC CHURCH
7500 SW 152nd Street • Palmetto Bay, FL 33157

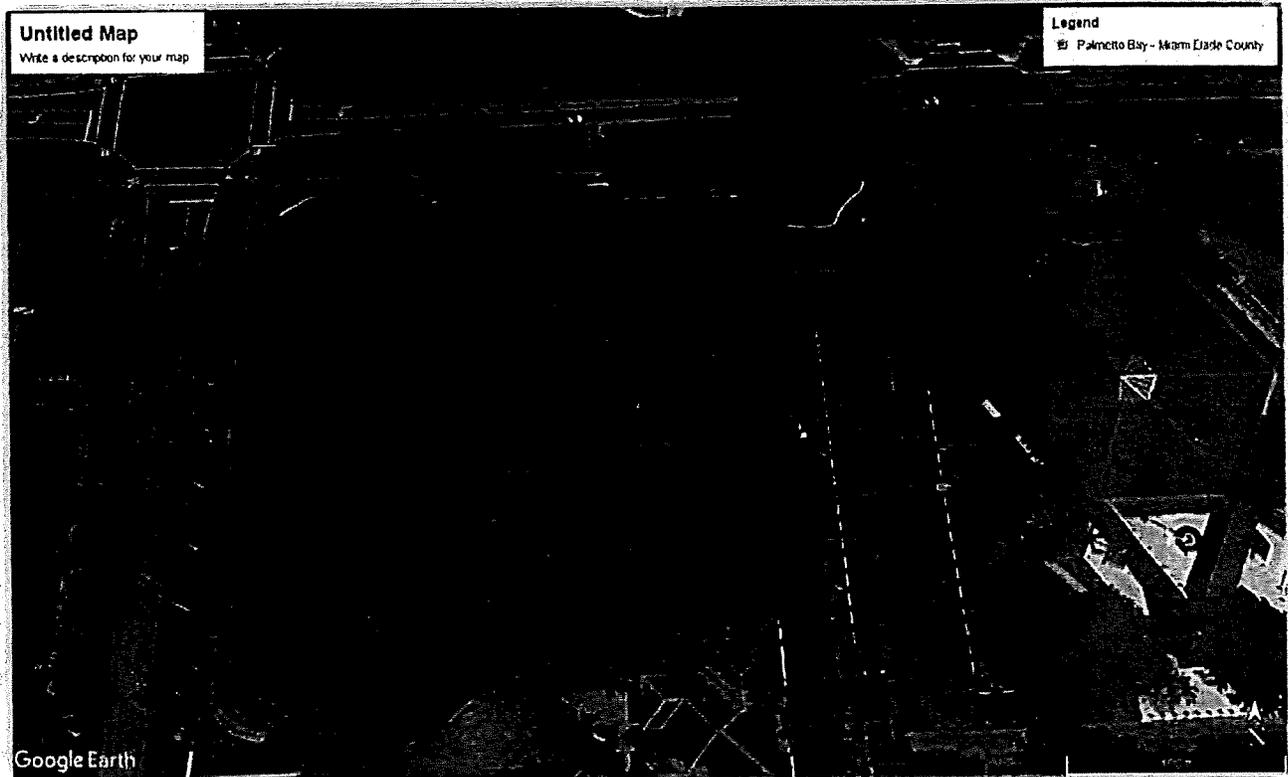
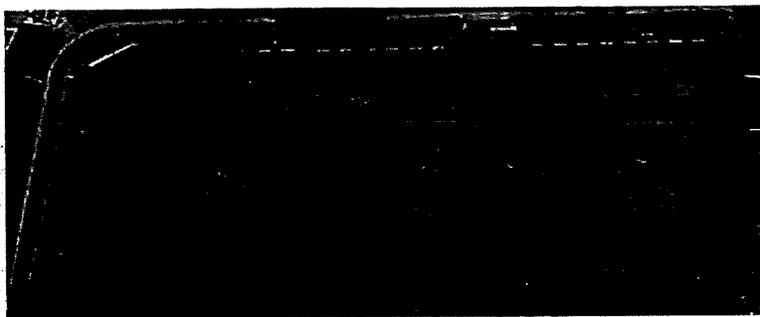


Exhibit "A"



terms of the Agreement. Licensor shall be named as an additional insured and said policy will be primary over any other collectible insurance for any liability arising out of or relating to claims in connection with this Agreement. Licensee and its insurer shall waive any claim or right to subrogation.

11. ENTIRE AGREEMENT. The foregoing constitutes the entire Agreement between the parties and may be modified only by a writing signed by both parties.

IN WITNESS, WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

WITNESS:

Our Lady of the Holy Rosary-St. Richard Catholic Church
7500 SW 152nd Street
Palmetto Bay 33157

BY: _____
Licensor

BY: *Fr. Edward J. Hawley*
Archdiocese of Miami

Approved by Attorney
as to form and legal sufficiency

[Signature]
Archdiocese of Miami Attorney

WITNESS:

VILLAGE OF PALMETTO BAY, a municipal
corporation of the State of Florida

Domingo Jose D. Torres
P.S. Director
BY: *[Signature]*
Public Services Director
Licensee

BY: *[Signature]*
Edward Silva
Village Manager

ATTEST:

BY: _____
Missy Arocha
Village Clerk

(Affix Village Seal)

Approved by Village Attorney
as to legal form and correctness

[Signature]
Village Attorney

1
2 **NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE**
3 **OF PALMETTO BAY, FLORIDA, THAT:**
4

5 **Section 1.** Village Council authorizes the Village Manager to enter
6 into and execute a lease agreement with St. Richard Church (Attachment
7 A) for use of their parking facility as a Park and Ride.
8

9 **Section 2.** The Village Council accepts and approves the funding in
10 an amount up to \$6.00 for use of the parking facility at St. Richards
11 Church as a Park and Ride for a period of six months, at a cost of \$1.00
12 per month.
13

14 **Section 3.** This Resolution shall take effect immediately upon its
15 adoption.
16

17 **PASSED and ADOPTED** this 5th day of February, 2018.
18

19
20 Attest:

21
22 DocuSigned by:
23 *Missy Arocha*
24 6EDC211E5E8C48C...
25 Missy Arocha
26 Village Clerk
27

28
29 DocuSigned by:
30 *Eugene Flinn*
31 3B8654AD559F494...
32 Eugene Flinn
33 Mayor
34

35 **APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE**
36 **AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA**
37 **ONLY:**
38

39
40 DocuSigned by:
41 *Dexter W. Lehtinen*
42 4B1D08E71127445...
43 Dexter W. Lehtinen
44 Village Attorney

1 **FINAL VOTE AT ADOPTION:**
2
3 Council Member Karyn Cunningham YES
4
5 Council Member David Singer YES
6
7 Council Member Larissa Siegel Lara YES
8
9 Vice-Mayor John DuBois YES
10
11 Mayor Eugene Flinn YES