

Section 2. Funding in the amount not to exceed \$16,000 is hereby approved and to be appropriated from the Park Operations account; which current balance is \$175,000.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED and ADOPTED this 8th day of January, 2018.

Attest:

DocuSigned by:
Missy Arocha
Missy Arocha
Village Clerk

DocuSigned by:
Eugene Flinn
Eugene Flinn
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

DocuSigned by:
Dexter W. Lehtinen
Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

- Council Member Karyn Cunningham YES
- Council Member David Singer YES
- Council Member Larissa Siegel Lara YES
- Vice-Mayor John DuBois YES
- Mayor Eugene Flinn YES

**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

PARISH HALL USE AGREEMENT

This Parish Hall Use License Agreement (hereinafter the "Agreement") is made this 2nd day of October, 20 17, between Archdiocese of Miami, Inc., a Florida not for profit corporation (hereinafter the "Licensor"), and The Village of Palmetto Bay (hereinafter the "Licensee").

Licensor hereby licenses to Licensee, on a non-exclusive basis, the use of The Youth Center (hereinafter the "Premises") located in the City of Palmetto Bay, County of Miami-Dade, State of Florida, more particularly described as follows:

North Campus: 7500 SW 152nd St, Palmetto Bay, FL 33157

- Church _____ (initial)
- Parish Center _____ (initial)
- Youth Center _____ (initial)
- Gazebo & Park _____ (initial)
- Parking Lot _____ (initial) Front / West of Church / East of Church

South Campus: 9500 SW 184th Street, Cutler Bay, FL 33157

- Banquet Hall _____ (initial)
- Garden _____ (initial)
- Retreat Center _____ (initial)
- Field _____ (initial)

1. **TERM.** Licensor licenses the use of the Premises to Licensee for the following dates and times: Mondays: 9:30 am to 10:30am, Tuesdays: 10am to 12pm, Wednesdays: 9:30am to 11:30am, Thursdays: 10am to 12pm

2. **USAGE FEES.** Licensee shall pay Licensor a fee of \$400 per week for use of the Premises plus a fee of \$ 0 for special event insurance as set out in the attached Facilities Use Form. Licensee's use of the Premises shall not constitute a tenancy of any kind, and the Agreement is not a lease. Licensee shall pay \$ 0 to Licensor upon execution of the Agreement as a security deposit. Licensor may, but shall not be obligated to, apply the security deposit to cure any default of Licensee under the Agreement. Within thirty (30) days after termination of the Agreement, the remaining balance of the security deposit shall be returned to Licensee except, however, if Licensee violates any terms of the Agreement, then Licensee forfeits the full amount of deposit or an amount sufficient to compensate Licensor for any damage caused to the Premises by Licensee, Licensee's agents or guests. Licensee shall be liable to Licensor for any damage in excess of the security deposit caused by Licensee, Licensee's agents or guests.

3. USE OF PREMISES.

a. During the term of the Agreement, the Licensee shall have the non-exclusive use of the Premises for the following purpose(s): Community Exercise Program

b. 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 the Licensor.

c. The Agreement is subject to the Terms and Conditions set out on the reverse side of the Agreement.

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

WITNESSES:

LICENSOR: Archdiocese of Miami, Inc.,
a Florida not for profit corporation

By: _____

Title: _____

WITNESSES:

Fanny Carmona
[Signature]

LICENSEE:

By: Edward Silva 

Title: Village Manager

PASTOR/ADMINISTRATOR

Signature: [Signature of William J. Sullivan]

Print Name: WILLIAM J. SULLIVAN

Date: 10/5/17

TERMS AND CONDITIONS

1. The Licensee agrees to save the Licensor harmless from and to indemnify it against any claim or liability arising in connection with the use of the Premises by Licensee, its agents, servants, invitees, and employees. Licensee further agrees to hold Licensor harmless for any injury, loss, or damage to any person or property on the Premises or by virtue of any act, error, or omission of Licensor, whether the same is caused by or results from the carelessness, negligence, or improper conduct of Licensor, its agents or employees.
2. The Licensee further agrees to assume full responsibility for the character, acts, and conduct of persons admitted to Premises including damage to any portion of the Premises or any equipment therein.
3. All facilities to be used are accepted by Licensee in their "as is" condition as of the date of the Agreement. All of the foregoing shall be returned by Licensee in the same condition upon termination of the Agreement.
4. It shall be the sole responsibility of the Licensee to provide all security for said events on each and every day of said event in a manner acceptable to Licensor.
5. In addition to any other rights of termination contained herein, Licensor may terminate the Agreement by written notice to such effect at any time prior to the commencement of said term at Licensor's sole discretion.
6. Should any party hereto fail to perform its obligations or undertakings as set forth in the Agreement within the time specified hereto or otherwise default or breach any obligation hereunder, the non-defaulting party shall be entitled to all remedies as provided by applicable law of the State of Florida.
7. Licensee is prohibited from causing a nuisance upon the Premises and Licensor may immediately terminate the Agreement if, in Licensor's sole discretion, Licensee is causing a nuisance upon the Premises.
8. Licensee shall not serve food or liquor on the Premises without the prior written consent of the Licensor. In no event may food, beverages or any items be sold on the premises. If alcoholic beverages are served on the premises, Licensee agrees not to serve alcoholic beverages to any person who is not of lawful drinking age or to any person habitually addicted to the use of alcoholic beverages. Licensee further agrees to post any warning signs required by applicable law in connection with the distribution of alcoholic beverages.
9. 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. Licensee acknowledges that use of the Premises is restricted by the Archdiocese of Miami to those entities/persons that adhere to the teachings and support the mission of the Roman Catholic Church. In the absence of written permission from the Chancellor of the Archdiocese of Miami, the Premises may not be used for any commercial purpose or by any person/entity not connected to the Parish. Licensee further agrees that it will not undertake to use the Premises for any purposes which contravene the doctrines, teachings, or practices of the Roman Catholic Church as determined by the Archbishop of the Archdiocese of Miami.
10. The Agreement may be amended only in writing signed by both parties.

Initials: _____

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

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CERTIFICATE OF COVERAGE

Certificate Holder

ARCHDIOCESE OF MIAMI, INC. AND
ARCHBISHOP THOMAS WENSKI
9401 BISCAYNE BLVD.
MIAMI, FL 33138

Administrator

Issue Date 9/29/17

Florida League of Cities, Inc.
Department of Insurance and Financial Services
P.O. Box 530065
Orlando, Florida 32853-0065

COVERAGES
THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT

COVERAGE PROVIDED BY: FLORIDA MUNICIPAL INSURANCE TRUST

AGREEMENT NUMBER: FMIT 1028

COVERAGE PERIOD: FROM 10/1/17

COVERAGE PERIOD: TO 10/1/18 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability

- Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury
- Errors and Omissions Liability
- Employment Practices Liability
- Employee Benefits Program Administration Liability
- Medical Attendants'/Medical Directors' Malpractice Liability
- Broad Form Property Damage
- Law Enforcement Liability
- Underground, Explosion & Collapse Hazard

Limits of Liability

* Combined Single Limit
Deductible N/A

Automobile Liability

- All owned Autos (Private Passenger)
- All owned Autos (Other than Private Passenger)
- Hired Autos
- Non-Owned Autos

Limits of Liability

* Combined Single Limit
Deductible N/A

TYPE OF COVERAGE - PROPERTY

- Buildings
 - Basic Form
 - Special Form
- Personal Property
 - Basic Form
 - Special Form
- Agreed Amount
- Deductible \$1,000
- Coinsurance 100%
- Blanket
 - Specific
- Replacement Cost
- Actual Cash Value

- Miscellaneous
 - Inland Marine
 - Electronic Data Processing
 - Bond

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

- Statutory Workers' Compensation
- Employers Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 By Disease
 - \$1,000,000 Aggregate By Disease
- Deductible N/A
- SIR Deductible N/A

Automobile/Equipment - Deductible

- Physical Damage
 - Per Schedule - Comprehensive - Auto
 - Per Schedule - Collision - Auto
 - Per Schedule - Miscellaneous Equipment

Other

* The limit of liability is \$200,000 Bodily Injury and/or Property Damage per person or \$300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$5,000,000 for General Liability and \$1,000,000 for Automobile Liability (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal law or actions outside the State of Florida.

Description of Operations/Locations/Vehicles/Special Items

RE: Exercise Classes to be held at Our Lady of the Holy Rosary - St. Richard Catholic Church located at 7500 SW 152nd Street, Palmetto Bay, FL 33157

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

Designated Member

Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay FL 33157

Cancellations

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.

Chia Kuyeh

AUTHORIZED REPRESENTATIVE