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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 5<sup>th</sup> day of February, 2018.  
18

19  
20 Attest:

21  
22 DocuSigned by:  
23 *Missy Arocha*  
24 \_\_\_\_\_  
25 6EDC211E5E8C48C  
26 Missy Arocha  
27 Village Clerk  
28

29 DocuSigned by:  
30 *Eugene Flinn*  
31 \_\_\_\_\_  
32 3B8854AD569F494...  
33 Eugene Flinn  
34 Mayor  
35

36 **APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE**  
37 **AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA**  
38 **ONLY:**  
39

40 DocuSigned by:  
*Dexter W. Lehtinen*  
\_\_\_\_\_  
1B1006E71371745  
Dexter W. Lehtinen  
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

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

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**7500 SW 152<sup>nd</sup> 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 \_\_\_\_\_ day of \_\_\_\_\_, 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 152 Street, Palmetto Bay, FL 33157** (hereinafter jointly the "Licensor") and **the Village of Palmetto Bay** whose mailing address is **9495 SW 180 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 City 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 152<sup>nd</sup> Street, Palmetto Bay, FL 33157, as depicted on exhibit A, up to a maximum of seventeen (78) parking spaces.

1. TERM. Licensor licenses the use of the Premises to Licensee for the following dates and times: the commencement date shall be \_\_\_\_\_ 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): Client parking 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.**

(ii) 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.

(iii) 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.

WITNESSES:

\_\_\_\_\_

LICENSOR:

\_\_\_\_\_

By: \_\_\_\_\_

LICENSEE:

By: \_\_\_\_\_

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

7500 SW 152<sup>nd</sup> Street • Palmetto Bay, FL 33157



Exhibit "A"





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To: Honorable Mayor and Village Council

Date: January 8, 2018

From: Councilmember Karyn Cunningham

Re: Park and Ride Facility at St.  
Richard Catholic Church

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**PURPOSE OF THE PROPOSED ACTION:**

The purpose of this memorandum is to provide a mass transit solution for the residents of Palmetto Bay in providing a one seat ride from the parking lot of St. Richard Catholic Church to the transit line on a trial basis.

**MAJOR POINTS/REASONS FOR THE PROPOSED ACTION:**

Traffic has become the number one concern from the majority of the residents of the Village of Palmetto Bay. Traffic has greatly affected the quality of life for residents and commuters alike. Providing IBUS as a solution to get our residents to the transit line will reduce our vehicular traffic and carbon footprint by removing cars from our roadways and positively impacting traffic congestion that we all currently experience. The Village's IBUS is funded from our portion of the half penny sales tax and not from the general revenue fund. Our IBUS has low ridership and in this proposal we will create additional use for IBUS system. This will also provide a first and last mile solution that will tie in nicely with the Miami Dade County SMART Plan. St. Richard Church has become a community partner and has indicated they are willing to rent for a nominal cost a portion of their parking lot to be able to use it as a park and ride facility.

This proposal will be to use the Village's existing IBUS as the transit system to take residents to the transit line of Miami Dade County and report to the Village Council on its use and success after a 6 month trial period.

This proposal will also direct Administration to look into partnering with a ride-sharing facilitator to augment our services and to provide the costs associated in a separate Resolution for Council action and deliberation in the future.

**PRELIMINARY ESTIMATE OF THE COST OF IMPLEMENTATION:**

During the term of this proposed action, St. Richard Catholic Church agrees to accept a monthly donation of not less than \$1.00 (one-dollar and zero cents) from the Village for the first six months.

**SOURCE OF FUNDS TO PAY SUCH COSTS:**

Funding is from restricted funds in the Department of Public Services.