

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY AND THE GREATER MIAMI HEBREW ACADEMY FOR THE USE, BY THE ACADEMY'S STUDENTS DURING THE ACADEMY'S HOURS OF OPERATION, OF SIX (6) ON-STREET PARKING SPACES LOCATED ON THE WEST SIDE OF THE 2400 BLOCK OF PINE TREE DRIVE, WHILE THE ACADEMY UNDERGOES RENOVATIONS; SAID AGREEMENT COMMENCING UPON EXECUTION BY ALL PARTIES AND EXPIRING ON FEBRUARY 28, 2022, SUBJECT TO EXTENSION, AT THE CITY'S OPTION, FOR AN ADDITIONAL PERIOD OF UP TO SIX MONTHS.

WHEREAS, the Greater Miami Hebrew Academy (the "Academy"), a Florida non-for-profit organization (501C3), has undertaken a significant construction project that is scheduled to last 18 months and will eliminate parking at their middle school (west side of Pine Tree Drive); and

WHEREAS, the Academy has reached out to the City's Parking Department to procure parking during the construction period to accommodate their students; and

WHEREAS, the City's Parking Department has a space rental program for the use of on-street spaces, but the rental is limited to specific uses that do not include parking of personal vehicles; and

WHEREAS, in order to accommodate this temporary use of the on-street spaces, the City and the Academy have negotiated a License Agreement (the "Agreement") for the rental of six (6) on-street parking spaces located on the west side of the 2400 block of Pine Tree Drive, adjacent to the Academy's property, at the rate of \$200 per space for every four (4) week period; and

WHEREAS, the rate represents the cost of 10 hours a day, 5 days a week at the \$1/hour resident rate; and

WHEREAS, these parking spaces will be solely used for self-parking and will be made available to Academy students from 7:00 A.M to 5:00 P.M., five days a week, Monday- Friday, during the Academy's hours of Operation; and

WHEREAS, the Administration recommends approving the License Agreement, incorporated herein by reference and attached to this Resolution as Exhibit "1".

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve and authorize the City Manager to execute a License Agreement between the City and the Greater Miami Hebrew Academy for the use, by the Academy's students during the Academy's hours of operation, of six (6) on-street parking spaces located on the west side of the 2400 block of Pine Tree Drive, while the Academy undergoes renovations; said Agreement commencing upon execution by all parties and expiring on February 28, 2022, subject to extension, at the City's option, for an additional period of up to six months.

LICENSE AGREEMENT
FOR
USE OF PARKING SPACES

THIS LICENSE AGREEMENT ("Agreement"), made the _____ day of _____, 2021 (the "Effective Date"), by and between the **City of Miami Beach, Florida** (the "City"), a Florida municipal corporation, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida 33139, and the **Greater Miami Hebrew Academy** (the "Academy"), a Florida non-for-profit organization (501C3) (herein referred to as "the Academy") having its principal offices at 2400 Pine Tree Drive, Miami Beach 33140 (the City and the Academy may be referred to herein each as a "party" or collectively as the "parties"):

WHEREAS, the Academy wishes to reserve six (6) on-street parking spaces, located on the west side of the 2400 block of Pine Tree Drive, adjacent to the Academy property (collectively, the "Licensed Parking Spaces"); and

WHEREAS, the Academy has requested the Licensed Parking Spaces for use by its students during the Term of this Agreement and the City has agreed to grant said request, based upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises, and conditions contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and the Academy hereby agree as follows:

1. The City hereby agrees to make available, for use by the Academy, the Licensed Parking Spaces, for an initial term, commencing on the date the parties execute the Agreement and expiring on February 28, 2022, unless terminated earlier, in accordance with paragraph 2. Additionally, the City, at the City Manager's sole discretion, may extend the Agreement for an additional period of up to six (6) additional months (the "extended term"). The initial and extended term shall be collectively referred to herein as the "Term".
2. **TERMINATION FOR CONVENIENCE. THE CITY AND THE ACADEMY MAY, FOR THEIR CONVENIENCE AND WITHOUT CAUSE, TERMINATE THE AGREEMENT AT ANY TIME DURING THE TERM BY GIVING WRITTEN NOTICE TO THE OTHER PARTY OF SUCH TERMINATION, WHICH SHALL BECOME EFFECTIVE WITHIN FIFTEEN (15) DAYS FOLLOWING RECEIPT BY THE OTHER PARTY OF SUCH NOTICE.**

ADDITIONALLY, IN THE EVENT OF A PUBLIC HEALTH, WELFARE OR SAFETY CONCERN, AS DETERMINED BY THE CITY MANAGER, IN THE CITY MANAGER'S SOLE DISCRETION, THE CITY MANAGER, PURSUANT TO A VERBAL OR WRITTEN NOTIFICATION TO THE ACADEMY, MAY IMMEDIATELY SUSPEND THE USE OF THE LICENSED PARKING SPACES FOR A TIME CERTAIN, OR IN THE ALTERNATIVE, TERMINATE THIS AGREEMENT ON A GIVEN DATE.

IF THE AGREEMENT IS TERMINATED FOR CONVENIENCE BY THE CITY OR THE ACADEMY, THE ACADEMY SHALL PAY FOR THE USE FEE ACCRUED UP TO THE DATE OF TERMINATION, FOLLOWING WHICH THE CITY SHALL BE DISCHARGED FROM ANY AND ALL LIABILITIES, DUTIES, AND TERMS ARISING OUT OF, OR BY VIRTUE OF, THIS AGREEMENT.

Exhibit "1"

3. Permitted Uses. The Licensed Parking Spaces will be used solely for self-parking, available to Academy students. The Academy shall utilize the Licensed Parking Spaces from 7:00 A.M to 5:00 P.M., five days a week, Monday through Friday (the "Academy Parking Hours of Operation"). The City shall be responsible to installing any required signage to indicate that parking during the Academy Parking Hours of Operation shall be for the exclusive use of the Academy.
4. Municipal Use. The Licensed Parking Spaces shall be operated by the City, outside of the Academy Parking Hours of Operation, consistent with the City's normal and customary methods of operation of other on-street parking spaces, which may include, but not limited to, hourly metered parking.
5. Use Fee. The Academy shall pay the City a use fee in the amount of \$200.00 dollars per Licensed Parking Space for every four (4) week period, or a prorated amount, as applicable (the "Use Fee"), due and payable in advance on the first day of each month.

In the event the Academy does not need the use of any of the Licensed Parking Spaces for any period of five (5) or more consecutive days during the Term of the Agreement, the Academy shall provide the City Manager's designee with a minimum of five (5) business days' advance notice of such intent. The Academy will not be billed for duly noticed non-use of any of the Licensed Parking Spaces.

6. Indemnification. In consideration of a separate and specific consideration of Ten (10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Academy agrees to indemnify, hold harmless and defend the City, and its officials, directors, members, employees, contractors, agents, and servants from and against any and all actions (whether at law or in equity), claims, liabilities, losses, and expenses, including, but no limited to, attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from: (1) wholly or in part from the negligent acts, errors, omissions or other misconduct of the Academy, its officers, directors, members, employees, agents, contractors, subcontractors, students or any other person or entity acting under the Academy's control or supervision; (2) the Academy's breach of the terms of this Agreement or its representations and warranties herein; or (3) the use or occupancy of the Licensed Parking Spaces. To that extent, the Academy shall pay all such claims and losses and shall pay all such costs and attorney's fees expended by the City in the defense of such claims and losses, including appeals. This indemnification provision shall survive the expiration or early termination of this Agreement.
7. Insurance. Prior to the Effective Date, the Academy shall provide the City, for the City's review and approval, with evidence of General Liability, Automobile Liability and Worker's Compensation insurance, in such form and amount(s) as shall be satisfactory to the City's Risk Manager. The minimum limits of coverage for General Liability shall be \$1,000,000 per occurrence, combined, single limit for bodily injury liability and property damage liability, and shall name the City of Miami Beach, Florida, as additional insured.
8. Notices. All notices and communications, in writing, required or permitted hereunder may be delivered personally to the representatives of the City and the Academy listed below or may be mailed by registered mail, postage prepaid. Until

changed by notice in writing, all such notices and communications shall be addressed as follows:

As to the City: City of Miami Beach, Florida
1700 Convention Center Drive
Miami Beach, Florida 33139
Attention: Parking Department Director

As to the Academy: Greater Miami Hebrew Academy
2300 Pine Tree Drive
Miami Beach, Florida 33140
Attention: _____

9. The provisions of this Agreement may be amended, modified or released by a written instrument executed by the Academy and the City.
10. Invalidation of any of these covenants by judgment of Court shall not affect any of the other provisions, which shall remain in full force and effect.
11. This Agreement shall be construed and governed in accordance with the laws of the State of Florida and any dispute arising hereunder shall be resolved in a court of competent jurisdiction in Miami-Dade County, Florida. Academy and City waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of, this Agreement. Each party shall bear their own costs and fees in connection with any dispute or litigation relating to, or arising out of, this Agreement.

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Witnesses:

Greater Miami Hebrew Academy,
a Florida non-for-profit company

Signature

Print Name

Print Name/Title

Signature

Print Name

STATE OF FLORIDA)

)

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ____ day of _____, 2021, by _____, as _____ of the Greater Miami Hebrew Academy, a Florida not-for-profit company, on behalf of the corporation, who _____ is personally known to me or _____ has produced _____, as identification.

Witness my signature and official seal this ___ day of _____, 2021.

Notary Public, State of Florida at Large

Print Name

My Commission Expires: