TO: The Honorable Leslie Curran, Chair and Members of City Council

SUBJECT: A resolution authorizing the Mayor, or his Designee, to execute a First Amendment to the Employee Parking License Agreement with Salvador Dali Museum, Inc. for the non-exclusive use of twenty (20) parking spaces located within the Albert Whitted Airport overflow parking area for a period of one (1) year for $515.00 per month, with the right to request extensions for three (3) additional one (1) year terms; and to execute all documents necessary to effectuate same; and providing an effective date. (Requires affirmative vote of at least six (6) members of City Council.)

EXPLANATION: Real Estate & Property Management received a request from the Salvador Dalí Museum, Inc. ("Dalí") asking the City to extend its license providing use of up to twenty (20) non-exclusive parking spaces ("Premises"), identified in the attached illustration, located within the Albert Whitted Airport overflow parking area. Through the adoption of Resolution No. 2011-352 on September 8, 2011, City Council approved a one-year Employee Parking License Agreement with the Dalí ("Agreement"), with extensions for up to four (4) successive one (1) year terms, that provided the Dalí use of the Premises for employee parking.

Under the Agreement, Dalí pays the City a fee, which commenced at the beginning of the Term, at a rate of $500.00 per month, plus applicable taxes ("Fee"). Effective October 1, 2012, the Fee will be increased by 3% to $515.00 per month, plus any applicable taxes, upon approval by City Council. The City, with reasonable notice to Dalí, shall have the right to temporarily suspend Dalí's use and access to the Premises from time to time for City events including, but not limited to: (i) any sponsored or co-sponsored City-event, (ii) the Grand Prix, and/or (iii) boat and air shows. Any such suspension shall provide for a credit of any prepaid Fee. The City shall continue to appropriately maintain the Premises with Dalí’s cooperation. Dalí will maintain a commercial general liability insurance policy in an amount of at least $1,000,000 per occurrence and $2,000,000 in the aggregate, protecting the City against all claims or demands that may arise or be claimed on account of Dalí’s use of the Premises. The City has no obligation to provide replacement parking under any circumstances.

The Agreement may be terminated without cause by either party by providing the other party with thirty (30) days written notice of its intent to terminate prior to the scheduled date of expiration.
This Agreement is in compliance with Section 1.02(c)(4) of the City Charter, which permits the licensing of property on Albert Whitted Airport, not exceeding twenty-five (25) years, with an affirmative vote of at least six (6) members of City Council.

RECOMMENDATION: Administration recommends that City Council adopt the attached Resolution authorizing the Mayor, or his Designee, to execute a First Amendment to the Employee Parking License Agreement with Salvador Dalí Museum, Inc. for the non-exclusive use of twenty (20) parking spaces located within the Albert Whitted Airport overflow parking area for a period of one (1) year for $515.00 per month, with the right to request extensions for three (3) additional one (1) year terms; and to execute all documents necessary to effectuate same; and providing an effective date.

COST/FUNDING/ASSESSMENT INFORMATION: N/A

ATTACHMENTS: Illustration and Resolution

APPROVALS:

Administration:  

Budget: N/A

Legal: (As to consistency w/attached legal documents)  

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Resolution No. 2012 - ______

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A FIRST AMENDMENT TO THE EMPLOYEE PARKING LICENSE AGREEMENT WITH SALVADOR DALÍ MUSEUM, INC. FOR THE NON-EXCLUSIVE USE OF TWENTY (20) PARKING SPACES LOCATED WITHIN THE ALBERT WHITTED MUNICIPAL AIRPORT OVERFLOW PARKING AREA FOR A PERIOD OF ONE (1) YEAR FOR $515.00 PER MONTH, WITH THE RIGHT TO REQUEST EXTENSIONS FOR THREE (3) ADDITIONAL ONE (1) YEAR TERMS; AND TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Real Estate & Property Management received a request from the Salvador Dalí Museum, Inc. ("Dalí") asking the City to extend its license providing use of up to twenty (20) non-exclusive parking spaces ("Premises") located within the Albert Whitted Airport overflow parking area; and

WHEREAS, through the adoption of Resolution No. 2011-352 on September 8, 2011, City Council approved a one-year Employee Parking License Agreement with the Dalí ("Agreement"), with extensions for up to four (4) successive one (1) year terms, that provided the Dalí use of the Premises for employee parking; and

WHEREAS, under the existing Agreement, Dalí pays the City a fee, which commenced at the beginning of the Term, at a rate of $500.00 per month, plus applicable taxes ("Fee"); and

WHEREAS, the proposed First Amendment to the Agreement ("First Amendment") will be for a term of one (1) year, with the right to request extensions for three (3) additional one (1) year terms, subject to approval by City Council; and

WHEREAS, under the terms and conditions of the proposed First Amendment, Dalí's monthly Fee will be increased by 3% to $515.00 per month, plus any applicable taxes, upon approval by City Council; and

WHEREAS, the City, with reasonable notice to Dalí, shall have the right to temporarily suspend Dalí's use and access to the Premises from time to time for City events including but not limited to: (i) any sponsored or co-sponsored City-event, (ii) the Grand Prix, and/or (iii) boat and air shows; and

WHEREAS, any such suspension shall provide for a credit of any prepaid Fee; and

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WHEREAS, the City shall continue to appropriately maintain the Premises with Dali’s cooperation; and

WHEREAS, Dali will maintain a commercial general liability insurance policy in an amount of at least $1,000,000 per occurrence and $2,000,000 in the aggregate, protecting the City against all claims or demands that may arise or be claimed on account of Dali’s use of the Premises; and

WHEREAS, the City has no obligation to provide replacement parking under any circumstances; and

WHEREAS, the Agreement may be terminated without cause by either party by providing the other party with thirty (30) days written notice of its intent to terminate prior to the scheduled date of expiration; and

WHEREAS, this Agreement is in compliance with Section 1.02(c)(4) of the City Charter, that permits the licensing of property on Albert Whitted Airport, not exceeding twenty-five (25) years, with an affirmative vote of at least six (6) members of City Council.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida, that the Mayor, or his Designee, is authorized to execute a First Amendment to the Employee Parking License Agreement with Salvador Dalí Museum, Inc. for the non-exclusive use of twenty (20) parking spaces located within the Albert Whitted Airport overflow parking area for a period of one (1) year for $515.00 per month, with the right to request extensions for three (3) additional one (1) year terms; and to execute all documents necessary to effectuate same.

This Resolution shall become effective immediately upon its adoption.

LEGAL:

[Signature]
City Attorney (Designee)
Legal: 00160001.doc V. 1

APPROVED BY:

[Signature]
David M. Metz, Director
Downtown Enterprise Facilities

APPROVED BY:

[Signature]
Bruce E. Grimes, Director
Real Estate and Property Management