

RESOLUTION No. 22-156

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A HOLD HARMLESS AGREEMENT WITH JG2 INVESTMENT HOLDINGS LLC, FOR PARKING LOT ACCESS FOR THE MIAMI-DADE COUNTY ELECTIONS DEPARTMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to the Interlocal Agreement in December 2004, Miami Dade County (County) and City of Doral (City), agreed to make parking available at Central Park to the County during elections and election related activities; and

WHEREAS, the County requires additional parking for staff and for early voting from September 26, 2022 until November 12, 2022; and

WHEREAS, the City has requested from JG2 Investments, to use their property location on 2753 NW 87 Avenue, Doral FL, 33166 for additional parking space for the Election's Department ; and

WHEREAS, as the area will remain unimproved, JG2 Investments is requesting a release, indemnity and hold harmless agreement from the City to address the risks posed by the County's use of the Parking Area.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

Section 2. Authorization. The City of Doral hereby approves and recognizes that City's obligations under Interlocal Agreement in December 2004 with the County, necessitated that the City Manager to execute the hold harmless agreement attached as Exhibit A

Section 3. Approval. This resolution serves as the Mayor and Council's retroactive authorization of the City Manager's execution of the Access, Release, Indemnity and Hold Harmless Agreement.

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by Councilmember Mariaca who moved its adoption. The motion was seconded by Councilmember Puig-Corve and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 14 day of September, 2022.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY

EXHIBIT “A”

ACCESS, RELEASE, INDEMNITY, AND HOLD HARMLESS AGREEMENT

This Release, Indemnity, and Hold Harmless Agreement (the "Agreement") is entered into by and between the City of Doral (the "City"), whose address is 8401 Northwest 53rd Terrace, Doral, Florida 33166 and JG2 Investment Holdings LLC ("JG2"), whose address is 5201 SW 8th Street, Coral Gables, Florida 33134 (all of whom shall collectively be referred to herein as the "Parties" or a "Party" if referring to only one of them).

RECITALS

WHEREAS, the JG2 is the owner of real property located at or near 2753 NW 87 Avenue, Doral, Florida 33166 (the "Site"); and

WHEREAS, the City, with the JG2's consent, wishes to utilize the Site for City and County employee overflow parking and/or public overflow parking (the "Parking Area") in connection with uses related to the November 2022 Miami-Dade County elections; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. The foregoing Recitals are true and correct and are incorporated by reference into this Agreement as if fully set forth herein.
2. JG2 hereby grants the City access to the Site for the express purpose of parking in the Parking Area for City and County elections personnel and overflow parking for voters only. Parking shall only be permitted during the normal hours of operation of the Miami-Dade County Elections Department during pre-election preparations, early voting, election day, and post-election activities during the term provided herein.
3. The term of this Agreement, and the time during which the City shall have access to and use of the Parking Area, shall begin on September 26, 2022 and shall expire on November 12, 2022.
4. The City is fully aware or has been provided a reasonable opportunity to become fully aware of the risks of damage or injury to person or property potentially posed by utilizing the Site for overflow parking. The City enters into this Agreement with such awareness.
5. No warranty, either express or implied, is given by JG2 as to the condition of the Site and whether it is, or will be, suitable for use as the Parking Area.
6. The City, as consideration hereby voluntarily waives and releases JG2 and its officers, directors, board members, shareholders, principals, heirs, employees, parent entities, subsidiaries, related entities, executors, administrators, subrogees, assignors, assignees, sureties, and insurers (the "Released Parties") from any and all claims, rights, counts, causes of action, obligations, damages, expenses, debts, demands, notices of claim, attorneys' fees, costs, and liabilities of every kind and nature, whether direct or consequential, that may be asserted by against the Released Parties in any way pertaining to, arising out of, or relating to parking at the Site, whether based in tort, contract, statute, common law, and/or any other legal or equitable theory of recovery. Notwithstanding anything to the contrary in this section, the City does not release the Released Parties for any claims arising from JG2's intentional acts or gross negligence.
7. To the fullest extent permitted by law, the City shall indemnify and hold harmless JG2, its officers, and its employees from and against any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the City and/or its employees.

8. The indemnification obligations of this Agreement are provided to the extent of, and within, the sovereign immunity limitations of Section 768.28, Florida Statutes. Nothing in this section shall be construed to constitute an agreement by the City to indemnify JG2 for the negligent acts or omissions of JG2, its officers, or its employees related to parking at the Site. Additionally, nothing in this section shall be construed to constitute an agreement by the City to indemnify JG2 for the negligent acts or omissions of third parties related to parking, other than those employed or utilized by the City.
9. It is expressly acknowledged by the Parties that JG2 has applied for building permits for and intends to begin construction of a car wash facility on the Site upon receipt of said building permits. The City shall not impede, obstruct, or otherwise delay the issuance of JG2's permits. Upon issuance of the building permits for the Site, this Agreement shall be null and void and of no further force and effect. Notwithstanding the foregoing, the City shall repair any and all damage to the Site and restore property to its original condition upon the written request of JG2.
10. Upon expiration, the City shall repair any and all damage to the Site and restore property to its original condition.
11. The City shall exercise all necessary due care and safety measures to ensure the safety of authorized persons parking on the Site. The City shall be responsible for security measures on the Site.
12. The City shall keep the Site clean and free from all trash, debris, oil and fuel, and other materials that are considered hazardous to the environment in compliance with applicable laws.
13. Nothing in this Agreement shall prohibit JG2, its employees, agents, contractors, licensees, assigns, or authorized visitors, from accessing the Site.
14. This Agreement may be amended only in writing, signed by or on behalf of all Parties.
15. In the event that any provision of this Agreement is determined to be unenforceable, said determination shall not affect the remaining provisions hereof which shall remain in full force and effect. Any section or portion of a section so declared to be unenforceable shall, if possible, be construed in a manner which will give effect to the terms of such section or portion of a section to the fullest extent possible while remaining enforceable.
16. It is acknowledged that all Parties participated in the drafting of this Agreement and this language shall not be presumptively construed either in favor or against any of the Parties. This Agreement shall be construed in accordance with the laws of the State of Florida.
17. The Parties to this Agreement may execute the Agreement by facsimile and/or in counterparts, all of which shall constitute one agreement and be deemed an original.

The Parties further warrant and represent that: (1) they have full authority to enter into this Agreement; (2) no promise, inducement or agreement not expressed in this Agreement has been made; (3) this Agreement has been carefully read and they know the contents thereof; (4) they have either consulted with legal counsel or have chosen not to do so; (5) they (or their representative executing this Agreement) are of legal age and competent to execute the Agreement; and (6) in executing this Agreement, they have not been influenced by any misrepresentation of any of the Parties being released.

This Agreement shall be considered fully executed on the date the last Party below provides its execution.

City of Doral

JG2 Investment Holdings LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____