

RESOLUTION No. 15-149

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE AMENDED JOINT-USE AGREEMENT BETWEEN THE CITY OF DORAL AND MIAMI-DADE COUNTY SCHOOL BOARD TO INCLUDE DR. ROLANDO ESPINOSA K-8 CENTER; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDED JOINT-USE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in January 2006, the City of Doral (the “City”) entered into a Joint-Use Agreement with Miami-Dade County School Board (the “School Board”) that gave the City access to hard courts, parking lot, P.E. shelter, playfields, and non-secured portions of the school campus at John I. Smith Elementary School, Eugenia B. Thomas Elementary School and Doral Middle School; and

WHEREAS, the agreement also gave the School Board access to the park site, parking lots and recreational facilities at Morgan Levy Park, Doral Meadow Park and Doral Central Park (stated in the agreement as Miami West Park); and

WHEREAS, during the June 17, 2015 School Board Meeting, the School Board approved the amendment to Exhibit “A” of the agreement to include Dr. Rolando Espinosa K-8 Center, because the school had not been built at the time of the original agreement; and

WHEREAS, Staff has recommended that the City Council approve the amended joint-use agreement between the City and the School Board to include Dr. Rolando Espinosa K-8 Center and authorize for the City Manager to execute the amended Joint-Use Agreement.

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

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

Section 2. Approval. The amended agreement between the City and the School Board to include Dr. Rolando Espinosa K-8 is approved. The City Manager is hereby authorized to execute the amended agreement.

Section 3. Implementation. The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the purpose and the provisions of this Resolution.

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Fraga who moved its adoption. The motion was seconded by Vice Mayor Ruiz and upon being put to a vote, the vote was as follows:


Mayor Luigi Boria	Yes
Vice Mayor Sandra Ruiz	Yes
Councilman Pete Cabrera	Absent/Excused
Councilwoman Christi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED this 11 day of August, 2015.



LUIGI BORIA, MAYOR

ATTEST:



CONNIE DIAZ, CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE SOLE USE
OF THE CITY OF DORAL



WEISS, SEROTA, HELFMAN, COLE, & BIERMANN, PL
CITY ATTORNEY

EXHIBIT “A”

EXHIBIT "A-1"

John I. Smith K-8 Center (10415 NW 52 Street):

- The CITY shall have use of the school hard courts, parking lot, P.E. shelter, and playfield area and shall have access across non-secured portions of the school campus, as a means of ingress/egress to the DEMISED PREMISES (see attached sketch). Further, as provided in Article 3E of the Agreement, the CITY shall control public access to the DEMISED PREMISES during its period of use by opening and closing/locking gates as required, and shall remove all unauthorized vehicles from school parking facilities, resulting from the CITY'S use of the DEMISED PREMISES, prior to the BOARD'S next period of use.
- Other than the above, the CITY'S period of use, maintenance responsibilities and all other terms and conditions shall be as set forth in the Agreement.

Eugenia B. Thomas Elementary School (5950 NW 114 Avenue):

- The CITY shall have use of the school hard courts, parking lot, P.E. shelter, and playfield area and shall have access across non-secured portions of the school campus, as a means of ingress/egress to the DEMISED PREMISES (see attached sketch). Further, as provided in Article 3E of the Agreement, the CITY shall control public access to the DEMISED PREMISES during its period of use by opening and closing/locking gates as required, and shall remove all unauthorized vehicles from school parking facilities, resulting from the CITY'S use of the DEMISED PREMISES, prior to the BOARD'S next period of use
- Other than the above, the CITY'S period of use, maintenance responsibilities and all other terms and conditions shall be as set forth in the Agreement.

BOARD site housing John I. Smith K-8 Center, Ronald W. Reagan/Doral Senior Annex and Central Region Office (5005 NW 112 Avenue):

- The CITY shall have use of the school hard courts, parking lot, P.E. shelter, and playfield area and shall have access across non-secured portions of the school campus, as a means of ingress/egress to the DEMISED PREMISES (see attached sketch). Further, as provided in Article 3E of the Agreement, the CITY shall control public access to the DEMISED PREMISES during its period of use by opening and closing/locking gates as required, and shall remove all unauthorized vehicles from school parking facilities, resulting from the CITY'S use of the DEMISED PREMISES, prior to the BOARD'S next period of use.

- Other than the above, the CITY'S period of use, maintenance responsibilities and all other terms and conditions shall be as set forth in the Agreement.

Ronald W. Reagan/Doral Senior (8600 NW 107 Avenue)

- Subject to the provisions of Article 3A of the Agreement, the CITY shall have use of the school's South and North parking lots, gymnasium, auditorium, baseball field, football/soccer field, softball field, tennis courts, racquetball courts and basketball courts, and shall have access across non-secured portions of the school campus, as a means of ingress/egress to the DEMISED PREMISES (see attached sketch). Further, as provided in Article 3E of the Agreement, the CITY shall control public access to the DEMISED PREMISES during its period of use by opening and closing/locking gates as required, and shall remove all unauthorized vehicles from school parking facilities, resulting from the CITY'S use of the DEMISED PREMISES, prior to the BOARD'S next period of use.
- During any period of CITY use, maintenance responsibilities and all other terms and conditions shall be as set forth in the Agreement.

Dr. Rolando Espinosa K-8 Center (11250 NW 86 Street)

- The CITY shall have use of the school hard courts, parking lots, P.E. shelter, and playfield area and shall have access across non-secured portions of the school campus, as a means of ingress/egress to the DEMISED PREMISES (see attached sketch). Further, as provided in Article 3E of the Agreement, the CITY shall control public access to the DEMISED PREMISES during its period of use by opening and closing/locking gates as required, and shall remove all unauthorized vehicles from school parking facilities, resulting from the CITY'S use of the DEMISED PREMISES, prior to the BOARD'S next period of use.
- In addition, the CITY may request use of one (1) school classroom one (1) day per week, with a minimum of forty-eight (48) hours advance notice to the school administrator, subject to availability and approval of the school administrator. Approval of such requests shall not be unreasonably withheld, provided such use does not conflict with the BOARD or school's operations or previous obligations. The CITY shall provide proper supervision during its period of use and shall comply with all terms and conditions of the Agreement, including without limitation, Article 3 thereof.
- Other than the above, the CITY'S period of use, maintenance responsibilities and all other terms and conditions shall be as set forth in the Agreement.

Morgan Levy Park (5300 NW 102 Avenue):

- The BOARD shall have use of the entire park site and all parking and

recreational facilities located thereon (with the exception of the tennis courts, which must be scheduled with the CITY), to serve John I. Smith Elementary School.

- In addition, the CITY intends to construct a parent drop-off/pick-up facility on the portion of the park located adjacent to the school, in compliance with Article IVA of the Agreement. Subsequent to completion of construction, the school shall have use of the drop-off/pick up facility for John I. Smith Elementary School, during hours to be mutually agreed upon between the school administrator and the CITY.
- The indicated schools shall use this location at scheduled days and times through prearranged scheduling with the CITY. Use of premises requested by the school administrator shall be made within ten (10) business days concerning the scheduling of events, athletic and recreational program(s), and other activities. The CITY property will then be used upon approval.
- Other than the above, the BOARD'S period of use, maintenance responsibilities and all other terms and conditions shall be as set forth in the Agreement.

Doral Meadow Park (11555 NW 58 Street):

- The BOARD shall have use of the entire park site and all parking and recreational facilities located thereon to serve Eugenia B. Thomas Elementary School.
- In addition, the BOARD shall have use of the existing park parking lot located adjacent to the school for a drop-off/pick up facility for Eugenia B. Thomas Elementary School, during hours to be mutually agreed upon between the school administrator and the CITY.
- The indicated schools shall use this location at scheduled days and times through prearranged scheduling with the CITY. Use of premises requested by the school administrator shall be made within ten (10) business days concerning the scheduling of events, athletic and recreational program(s), and other activities. The CITY property will then be used upon approval.
- Other than the above, the BOARD'S period of use, maintenance responsibilities and all other terms and conditions shall be as set forth in the Agreement.

Doral Central Park (3000 NW 87 Avenue):

- The BOARD may request use of any portion of the facility, on an "as needed"

basis, by scheduling such use with the Park Manager with a minimum of 48-hours advance notice.

- The indicated schools shall use this location at scheduled days and times through prearranged scheduling with the CITY. Use of premises requested by the school administrator shall be made within ten (10) business days concerning the scheduling of events, athletic and recreational program(s), and other activities. The CITY property will then be used upon approval.
- During any period of BOARD use, maintenance responsibilities and all other terms and conditions shall be as set forth in the Agreement.