

RESOLUTION No. 23-55

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A SPECIAL EVENT PERMIT REQUESTED BY MIND BODY SOCIAL TO HOST THE “DORAL FIT FEST” AT DORAL MEADOW PARK LOCATED AT 11555 NW 58 STREET DORAL, FL, SATURDAY APRIL 15, 2023, FROM 7:30 A.M. TO 12:30 P.M.; APPROVING A SPONSORSHIP FOR THE EVENT IN AN AMOUNT OF \$5,000.00; AUTHORIZING THE USE OF THE CITY LOGO FOR SAID EVENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Mind Body Social (the “Applicant”) seeks approval from the Mayor and City Council of a special event permit to host the Doral Fit Fest (the “Event”) at Doral Meadow Park in the City of Doral (“City”); and

WHEREAS, the Applicant further seeks sponsorship of the Event from the Mayor and City Council of an amount not to exceed \$5,000.00 to be used to towards the cost of the Event, and the authorization to use the City logo in event advertising materials; and

WHEREAS, the purpose of the Event is to engage the Doral community by providing attendees with an educational and holistic event experience centered around the three pillars of good health: fitness, wellness, and lifestyle; and

WHEREAS, the Event will promote fitness and wellness, which is in line with the City’s health initiatives; and

WHEREAS, sponsorship of the Event will be mutually beneficial as it will allow the City to promote services and programs, and broaden the City’s reach in the community; and

WHEREAS, the Applicant agrees to be subject to the terms and conditions of Section 35-23 of the City’s Code of Ordinances, and further agrees to enter into a sponsorship agreement with the City to memorialize the same; and

WHEREAS, the Mayor and City Councilmembers of the City believe it is in the best interest of the City to sponsor the Event in an amount not to exceed \$5,000.00 to be used towards event costs, and to authorize the use of the City's logo for event marketing purposes; and

WHEREAS, staff recommends that the Mayor and City Council approve the proposed special event permit to host the Doral Fit Fest subject to conditions stated herein, on Saturday, April 15, 2023, at Doral Meadow Park located at 11555 NW 58 Street, Doral, FL, from 7:30 am. to 12:30 p.m.

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

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

Section 2. Approval and Authorization. The Applicant's special event permit for the Doral Fit Fest, use of the City logo, and \$5,000 sponsorship, is hereby approved subject to the following conditions:

1. The Applicant shall secure all necessary and required building, electrical, plumbing, or other permits, and shall immediately furnish proof of such permits upon request from the City.
2. Applicant shall be required to have all inspections and approvals prior to the event date.
3. Sanitary facilities shall be provided by the Applicant and shall be of the type and in a sufficient number as to meet the requirements established by the Building Department.
4. The Applicant is responsible for providing adequate security at the special event. The police department may require the Applicant to provide and pay for security personnel for crowd control and traffic direction purposes. The

county fire rescue department may require the Applicant to provide and pay for fire watch personnel.

5. Applicant shall comply with comments made by the City of Doral Police Department and pay all applicable fees no later than 14 days in advance of the event.
6. The Applicant shall comply with comments made by the City of Doral Parks and Recreation Department and pay all applicable fees no later than 14 days in advance of the event.
7. The Applicant shall provide all materials with the City name and logo to the City's Public Affairs Department for review and approval prior to being published/advertised.
8. That the Applicant enter into a sponsorship agreement with the City in accordance with section 35-23, Article II, Chapter 35 of the City of Doral Code of Ordinances, attached hereto as Exhibit "D".

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

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

Mayor Christi Fraga	Yes
Vice Mayor Rafael Pineyro	Yes
Councilwoman Digna Cabral	Yes
Councilwoman Maureen Porras	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 12 day of April, 2023.



CHRISTI FRAGA, 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:



VALERIE VICENTE, ESQ. for
NABORS, GIBLIN & NICKERSON, P.A.
INTERIM CITY ATTORNEY

EXHIBIT “D”

EVENT SPONSERSHIP AGREEMENT

THIS Sponsorship Agreement (“Agreement”) is made and entered into as of this _____ day of _____, 2023, by and between Mind Body Social, LLC (hereinafter referred to as “MIND BODY SOCIAL”), and the City of Doral, a Florida municipal corporation (hereinafter referred to as the “CITY”).

WITNESSETH

WHEREAS, MIND BODY SOCIAL applied for a Special Event Permit to host “Doral Fit Fest,” a fitness festival to be held on April 15, 2023, at Doral Meadow Park, 11555 NW 58 Street, Doral, Florida 33178 (the “EVENT”); and

WHEREAS, on April 12, 2023, the CITY approved a Special Event Permit and an EVENT sponsorship pursuant to Resolution No. 23-____; and

WHEREAS, the Event will promote fitness and wellness, which is in line with the CITY’s health initiatives; and

NOW, THEREFORE, for and in consideration of the conditions and covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follow:

A. TERMS OF SPONSORSHIP

The MIND BODY SOCIAL and CITY agree, as a condition of entering into this Agreement, that MIND BODY SOCIAL and the EVENT will comply with Section 35-23 of the City Code of ordinances.

B. SPONSORSHIP TERMS AND CONDITIONS

1. There will be no waiver of the CITY’s actual costs incurred by the CITY to provide services to support the event.
2. The CITY shall make a single monetary contribution to MIND BODY SOCIAL in the amount of Five Thousand Dollars (\$5,000.00).
3. MIND BODY SOCIAL shall provide the CITY with certified copies of its two most recent tax returns and an income statement, statement of comprehensive income, balance sheet or statement of cash flow.
4. MIND BODY SOCIAL shall comply with all governmental requirements and laws applicable to the conduct of its business and the production of the Event.

5. MIND BODY SOCIAL shall provide a final report to the CITY, which report shall include third-party verification of event outcomes including, without limitation, event attendance figures, media impressions generated by the event.
6. The CITY shall have the right to audit MIND BODY SOCIAL's compliance with Agreement and performance hereunder, in accordance with generally accepted accounting principles.
7. MIND BODY SOCIAL may utilize the CITY's logo solely in connection with the promotion of the EVENT and in a manner that reflects that the CITY is a sponsor. The CITY's logo may not be altered, cropped or reconfigured in any way.
8. The CITY shall receive sponsorship recognition, on all media or promotional platforms related to the EVENT, at the same sponsorship level as other sponsors providing financial or other support comparable to the CITY's sponsorship.

C. MAINTENANCE

MIND BODY SOCIAL agrees to remove all refuse or debris generated by its use(s) and shall repair all damage to CITY property caused by the EVENT or its guests. During the EVENT, MIND BODY SOCIAL agrees to comply with all applicable rules, laws and regulations of the City, County, State, and/or Federal Government.

D. RISK OF LOSS

In no event shall the CITY be liable, or responsible for injury, loss, or damage to the property, improvements, fixtures, and/or equipment belonging to, in the care of, or rented by MIND BODY SOCIAL, its officers, agents, employees, invitees, or patrons. In addition, the CITY will not be held liable for any act of negligence, whether such damage or injury results from conditions arising upon the area, or upon other portions of the area, or from other sources.

E. HAZARDOUS MATERIALS

The MIND BODY SOCIAL shall not use, maintain, permit or allow the use of any Hazardous Materials, including the treatment, storage, or disposal, on CITY property, any part thereof, or immediately surrounding or through any access easement or path to CITY property, without the prior written consent of CITY. "Hazardous Materials" shall mean any solid, liquid or gaseous waste, substance or emission or any combination thereof which may (x) cause or significantly contribute to an increase in mortality or in serious illness, or (y) pose the risk of a substantial present or potential hazard to human health, to the environment or otherwise to animal or plant life, and shall include without limitation hazardous substances and materials described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the Resource Conservation and Recovery Act, as amended; and any other applicable Laws (collectively "Environmental Laws"). MIND BODY SOCIAL shall immediately notify CITY of the presence or suspected presence of any Hazardous Materials, on or about CITY property and shall deliver to CITY any notice received relating thereto.

F. ASSIGNMENT

Except as otherwise provided, MIND BODY SOCIAL shall not assign, transfer, or otherwise dispose of this Agreement for the term hereof.

Nothing in this Agreement, expressed or implied, is intended to: (a) confer upon any entity or person other than the parties and any permitted successors or assigns, any rights or remedies under or by reason of the Agreement as a third-party beneficiary or otherwise except as specifically provided in this Agreement; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.

G. TERMINATION

This Agreement may be terminated immediately by CITY upon written notice to MIND BODY SOCIAL.

H. ATTORNEYS' FEES AND WAIVER OF JURY TRIAL

In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels. In

the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

I. NOTICES/AUTHORIZED REPRESENTATIVES

Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, electronic mail, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Barbara Hernandez
City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Valerie Vicente
Interim City Attorney
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

For Mind Body Social: Luis Sanabria
7950 NW 53 Street, Suite 218
Miami, FL 33166

J. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

K. ENTIRE AGREEMENT/MODIFICATION/AMENDMENT

This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

L. INDEPENDENT CONTRACTOR

MIND BODY SOCIAL and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the CITY with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

M. COMPLIANCE WITH LAWS

The parties shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to this Agreement.

N. WAIVER

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

IN WITNESS WHEREOF, the City and MIND BODY SOCIAL have caused this Event Sponsorship Agreement to be executed by their respective and duly authorized officers the day and year first hereinabove written.

CITY OF DORAL, FLORIDA

MIND BODY SOCIAL LLC.

Barbara Hernandez
City Manager

Name:
Title:

Approved as to form and Legal Sufficiency:

Interim City Attorney