

JOINT USE AGREEMENT

THIS JOINT USE AGREEMENT ("Agreement") is made and entered into as of this 13th day of December 2021, by and between Downtown Doral Charter Upper School, Inc. (hereinafter referred to as the "SCHOOL"), and the City of Doral, a Florida municipal corporation (hereinafter referred to as the "CITY").

WITNESSETH

WHEREAS, the SCHOOL and the CITY are mutually interested in providing and making available certain outdoor/indoor recreational facilities for the use and benefit of the students of Downtown Doral Charter Upper School and the residents of the City of Doral; and

WHEREAS, the SCHOOL is situated in the City of Doral and within its campus is the property (address) 7905 NW 53rd St, Doral, FL 33166 (hereinafter referred to as the "PROPERTY") presently used by the SCHOOL for some of its recreational and athletic programs and, in accordance with this Agreement, to be used by the CITY for the same purpose(s); and

WHEREAS, the CITY possesses park property located at Doral Legacy Park (11400 NW 82nd St.) / Morgan Levy Park (5300 NW 102nd Avenue) / Doral Meadow Park (11555 NW 58th St) / Doral Glades Park (7600 NW 98th Place) / Downtown Doral Park (8395 NW 53rd St)

(hereinafter referred to as the "PARKS") presently used by the CITY for some of its recreational and athletic programs and, in accordance with this Agreement, to be used by the SCHOOL for the same purpose(s); and

WHEREAS, the SCHOOL will retain ownership and possession of the PROPERTY; and

WHEREAS, the CITY will retain ownership and possession of the PARKS; and

WHEREAS, the CITY has authorized this Joint Use Agreement in accordance with City Council Resolution No. 21-270, at its meeting of December 8, 2021.

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:

I. PREMISES TO BE JOINTLY USED

The SCHOOL and CITY agree, as a condition of entering into this Agreement, that certain school amenities and park amenities as described and incorporated into this Agreement as Exhibit "A", shall be included as part of the Agreement, effective with the Commencement Date.

Subsequent to the Commencement Date, park sites or school amenities may be added or deleted from this Agreement, in whole or in part, upon execution of an amendment to Exhibit "A" by the City Manager or designee and the School Administrator or designee. The amendment to Exhibit "A" shall fully indicate the portion of the school

site or park amenities to be used and any other relevant information impacting operation of the particular site. The Party receiving the request shall review same and shall have sole discretion and authority to grant or deny the request

In the event that park amenities or school amenities are added to or deleted from this Agreement, as described above, the amended Exhibit "A" shall become a part of this Agreement, and shall thenceforth remain in effect until such time as it may be further amended.

II. TERM

The term of the Joint Use Agreement shall be three (3) years, beginning on the date of CITY approval.

III. USE OF PREMISES

The SCHOOL PROPERTY and PARKS identified in Exhibit "A" shall only be used by the parties for the purpose of operating recreational and/or educational programs, events, and activities by the parties hereto in compliance with the procedures set forth herein

PARK SITES

The SCHOOL may use of the PARK as agreed to in Exhibit "A" at scheduled days and times through prearranged mutually agreed-upon scheduling. The SCHOOL administrator or its designee (the "Administrator") shall request from the Parks & Recreation Director or designee use of the PARK at least ten (10) days prior to the requested date of use.

The SCHOOL acknowledges that because of the nature of parks, areas of the PARK not reserved or used by the SCHOOL will be open and available for use and enjoyment by the general public. The CITY shall have full control, custody, right and use of the individual park sites and all parking and recreational facilities located thereon, at all times, unless otherwise agreed to in writing by the parties.

When using the PARK, both parties stipulate that SCHOOL shall remove all refuse or debris generated by SCHOOL'S use(s) and shall repair all damage to the PARK caused by a direct result of SCHOOL'S use, prior to the SCHOOL's or CITY's next period of use. During SCHOOL's use of the PARKS, the SCHOOL agrees to comply with all applicable rules, laws and regulations of the City, County, State, and/or Federal Government.

SCHOOL PROPERTY

The City may have access to use the Property as specifically agreed to in Exhibit "A" through prearranged, mutually-agreed upon scheduling. The City Manager (the "Manager") or designee shall request from the SCHOOL administrator or designee (the "Administrator") use of the Property at least ten (10) days prior to the requested date of use.

The CITY acknowledges that because of the nature of SCHOOL, the SCHOOL may be open and available for use and enjoyment by the students and faculty. The SCHOOL shall have full control, custody, right and use of the PROPERTY and all parking and recreational facilities located thereon, at all times, unless otherwise agreed to in writing by the parties. When using the PROPERTY, both parties stipulate that CITY shall remove all refuse or debris generated by CITY's use(s) and shall repair all damage to the PROPERTY caused by a direct result of CITY's use, prior to the SCHOOL's or CITY's next period of use. During CITY's use of the PROPERTY for event/activities open to the general public, CITY agrees to have a sworn police officer in attendance to assist with maintaining order and decorum. During CITY's use of the PROPERTY, the CITY agrees to comply with all applicable rules, laws and regulations of the City, County, State, and/or Federal Government .

Neither party shall commit nor permit any violations of applicable laws, rules and regulations of the County, State, and/or Federal Government upon the PROPERTY or the PARK. The CITY shall promulgate and enforce reasonable rules and regulations governing its use of the PROPERTY in accordance with the SCHOOL's rules and regulations, and shall provide adequate supervision of the persons using the PROPERTY at all times that CITY conducts or sanctions activities thereon. The SCHOOL shall comply with all applicable rules and regulations governing its use of the PARK, and shall provide adequate supervision of its staff and students at all times that the SCHOOL conducts or sanctions activities thereon. The parties agree that there shall be no animals allowed at the Property or Parks unless specifically agreed to prior to the event, with the exception of service animals as provided for by federal and state law and local ordinances.

V. MAINTENANCE

The SCHOOL and CITY, respectively, shall keep all recreational facilities and equipment located on the PROPERTY and the PARK, respectively, as of the Commencement Date in a safe, clean and working condition at all times.

VI. UTILITIES

CITY and SCHOOL shall each pay their own charges for gas, water, electricity, light, heat, power, telephone, trash and garbage removal (except as provided in Article III) and other utilities and services used, rendered or supplied to, upon or in connection with the PARK and PROPERTY throughout the Term. The proportionate share shall be determined and agreed to by Administrator and Manager based on the SCHOOL's and CITY's schedule of events.

VII. 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 the SCHOOL, its officers, agents, employees, invitees, or patrons, during the SCHOOL's use of the PARK as a result of theft, destruction, or damage of any kind, or nature

whatsoever, including without limitation, any direct, or indirect physical loss, , and loss of electricity, explosion, release of gas, steam, vapors, water damage, leakage or seepage, from, or into any part of the PARK, including breakage, obstruction, or other defects of any kind within the premises, such as pipes, sprinklers, wires, air conditioning, plumbing, appliances, lighting fixtures, and acts of God. In addition, the CITY will not be held liable for any act of negligence by any user of the PARK, or any occupants, or any person whomsoever, whether such damage or injury results from conditions arising upon the area, or upon other portions of the area, or from other sources.

In no event shall the SCHOOL 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 the CITY, its officers, agents, employees, invitees, or patrons, during the CITY's use of the PROPERTY as a result of theft, destruction, or damage of any kind, or nature whatsoever, including without limitation, any direct, or indirect physical loss and loss of electricity, explosion, release of gas, steam, vapors, water damage, leakage or seepage, from, or into any part of the PROPERTY, including breakage, obstruction, or other defects of any kind within the premises, such as pipes, sprinklers, wires, air conditioning, plumbing, appliances, lighting fixtures, and acts of God. In addition, the SCHOOL will not be held liable for any act of negligence by any user of the Property, or any occupants, or any person whomsoever, whether such damage or injury results from conditions arising upon the area, or upon other portions of the area, or from other sources.

VIII. INDEMNIFICATION

Without altering the limits of liability established in Florida Statute 768.28, the SCHOOL shall indemnify, defend and hold harmless the CITY, its elected officials, employees, agents and volunteers against all loss, costs, penalties, fines, damages, claims, expenses, including attorney's fees, or liabilities by reason of any injury to, or death of any person, or damage to, or destruction, or loss of any property arising out of, resulting from, or in connection with the performance, or non-performance of the services contemplated by this Agreement which is, or is alleged to be directly, or indirectly caused, in whole, or in part by any act of omission, default, or negligence of the SCHOOL, its employees, agents, or sub-contractors.

Without altering the limits of liability established in Florida Statute 768.28, the CITY shall indemnify, defend and hold harmless the SCHOOL, its elected officials, employees, agents and volunteers against all loss, costs, penalties, fines, damages, claims, expenses, including attorney's fees, or liabilities by reason of any injury to, or death of any person, or damage to, or destruction, or loss of any property arising out of, resulting from, or in connection with the performance, or non-performance of the services contemplated by this Agreement which is, or is alleged to be directly, or indirectly caused, in whole, or in part by

any act of omission, default, or negligence of the CITY, its employees, agents, or sub-contractors.

Notwithstanding any other term in this Agreement, nothing herein shall be deemed a waiver of either party's immunity, or sovereign rights, or limitations of liability as provided by Section 768.28, Florida Statutes, as may be amended from time to time.

The provisions of this Section shall specifically survive the termination of this Agreement. The provisions of this Section are intended to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that both parties shall be required to furnish the greatest level of indemnification to the indemnitees as was intended by the parties hereto.

IX. INSURANCE

The parties will furnish or cause to be furnished a certificate of insurance coverage upon request.

X. HAZARDOUS MATERIALS

CITY shall not use, maintain, permit or allow the use of any Hazardous Materials, including the treatment, storage, or disposal, on the PROPERTY, any part thereof, or immediately surrounding or through any access easement or path to the PROPERTY, without the prior written consent of SCHOOL. "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"). CITY shall immediately notify SCHOOL of the presence or suspected presence of any Hazardous Materials, on or about the PROPERTY and shall deliver to SCHOOL any notice received relating thereto.

SCHOOL shall not use, maintain, permit or allow the use of any Hazardous Materials, including the treatment, storage, or disposal, on the PARK, any part thereof, or immediately surrounding or through any access easement or path to the PARK, 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"). SCHOOL shall immediately notify CITY of the presence or suspected presence of any Hazardous Materials, on or about the PARK and shall deliver to CITY any notice received relating thereto.

XI. ASSIGNMENT

Except as otherwise provided, neither party shall assign, transfer, or otherwise dispose of this Agreement for the term hereof, or permit the said PARK or PROPERTY to be occupied by other persons, firms, corporations, or governmental units during the other party's mutually agreed upon and previously scheduled use.

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.

XIV. TERMINATION

The CITY or SCHOOL may terminate this Agreement without cause upon sixty (60) days written notice.

The CITY or SCHOOL may terminate this Agreement with cause upon the failure of the other party to perform any of its obligations under this Agreement. The non-defaulting party shall give the defaulting party written notice thereof, stating the nature of the default. If the defaulting party does not cure such default within seven (7) days after receipt of such notice (or such longer period agreed to in writing by the parties if the nature of the default is such that it cannot be cured within seven (7) days and the defaulting party has commenced and is diligently proceeding to cure within the original seven (7) day period), the non-defaulting party shall have the right, on forty-eight (48) hours written notice thereof to the defaulting party terminate this Agreement.

XV. 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.

XVI. 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: Hernan Organvidez
Interim City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Luis Figueredo ESQ.
City Attorney
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

For The School: Downtown Doral Charter Schools
Head of Schools
7905 NW 53rd ST.
Doral, FL 33166

With a Copy to: Jurado Law Group, PA
c/o Christine Jurado, Esq.
6401 NW 74 AVE
Miami, FL 33156
Christine@juradolaw.com

XVII. 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.

XVIII. 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.

XX. INDEPENDENT CONTRACTOR

The parties and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the CITY or the SCHOOL 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.

XXI. COMPLIANCE WITH LAWS

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

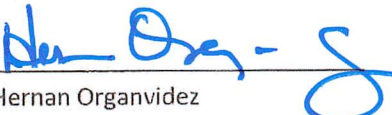
XXII. WAIVER

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.

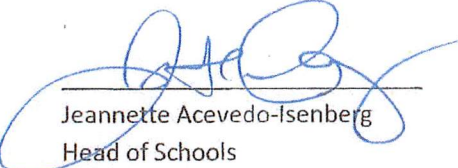
IN WITNESS WHEREOF, the CITY and SCHOOL have caused this Joint Use Agreement to be executed by their respective and duly authorized officers the day and year first hereinabove written.

CITY OF DORAL, FLORIDA

DOWNTOWN DORAL CHARTER UPPER SCHOOL




Hernan Organvidez
Interim City Manager



Jeannette Acevedo-Isenberg
Head of Schools
Downtown Doral Charter Upper School

Approved as to form and Legal Sufficiency:



City Attorney

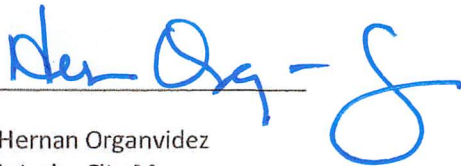
EXHIBIT A

Downtown Doral Charter Upper School (7905 NW 53rd St. Doral, FL 33166):

- The CITY, at the discretion of the SCHOOL and based on availability, may have use of the school's parking lots, outdoor soccer field, and auditorium, and shall have access across non-secured portions of the school site, as a means of ingress/egress to the PROPERTY. The CITY shall control public access to the PROPERTY during its period of use by opening/closing gates or doors as required and shall remove all unauthorized vehicles from school parking facilities, resulting from the CITY'S use of PROPERTY, prior to the SCHOOL'S next period of use.

Doral Legacy Park (11400 NW 82nd St.) / Morgan Levy Park (5300 NW 102nd Avenue) / Doral Meadow Park (11555 NW 58th St) / Doral Glades Park (7600 NW 98th Place) / Downtown Doral Park (8395 NW 53rd St)

- The SCHOOL, at the discretion of the CITY and based on availability may have use of park amenities including: playgrounds, fields, courts, community center, and shelters.
- Use of the Indoor gymnasium will be permitted at the discretion of the CITY, based on availability. The City reserves the right to charge a fee for the use of the Indoor gymnasium after 5 pm.



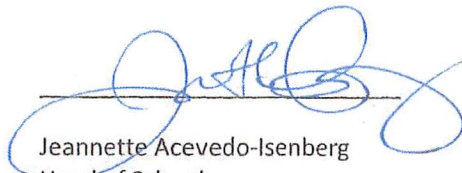
Hernan Organvidez
Interim City Manager

Effective Date 12/13/2021

Approved as to form:



Luis Figueredo, ESQ.
City Attorney



Jeannette Acevedo-Isenberg
Head of Schools
Downtown Doral Charter Upper School

Effective Date 12/13/2021

RESOLUTION No. 21-270

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A JOINT USE AGREEMENT WITH DOWNTOWN DORAL CHARTER UPPER SCHOOL INC. FOR A PERIOD OF THREE YEARS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Parks & Recreation Department has joint use agreements with various schools in Doral; and

WHEREAS, these joint use agreements are mutually beneficial to the schools and the City as it allows greater access to provide safe places for the community to recreate; and

WHEREAS, Downtown Doral Charter Upper School contacted the City expressing interest in entering into a joint use agreement to have access to indoor and outdoor recreation spaces at city parks for practices and games for their sports teams; and

WHEREAS, the joint use agreement will also allow the City access to use the school facility, when needed; and

WHEREAS, the City Manager's Office respectfully requests the approval from the Mayor and City Councilmembers to authorize the City Manager to execute a joint use agreement with Downtown Doral Charter Upper School Inc. for a period of three (3) years.

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 a part hereof by this reference.

Section 2. Approval & Authorization. The Mayor and City Councilmembers

authorize the City Manager to execute an agreement a joint use agreement with Downtown Doral Charter Upper School Inc. for a period of three (3) years.

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

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

The foregoing Resolution was offered by Councilmember Mariaca who moved its adoption. The motion was seconded by Vice Mayor Cabral 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 8 day of December, 2021.




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