

RESOLUTION No. 10 – 96

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A JOINT USE AGREEMENT WITH DIVINE SAVIOR ACADEMY TO ALLOW CITY USE OF THE SCHOOL GROUNDS FOR RECREATIONAL AND ATHLETIC PURPOSES; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral seeks to maximize its recreational space and involvement with the community; and

WHEREAS, existing Joint Use Agreements with area schools have allowed the City more space and resources while also creating a positive and working relationship between the City and Doral schools; and

WHEREAS, Staff respectfully requests that the City Council authorize the City Manager to negotiate and enter into a Joint Use Agreement (Exhibit “A”) with Divine Savior Academy to allow the City use of the school grounds for recreational and athletic purposes.

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

Section 1. The City Council hereby authorizes the City Manager to negotiate and enter into a Joint Use Agreement (Exhibit “A”) with Divine Savior Academy to allow the City use of the school grounds for recreational and athletic purposes.

Section 2. This Resolution shall take effect immediately upon adoption.

The foregoing resolution was offered by Councilman DiPietro who moved its adoption. The motion was seconded by Councilman Cabrera and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Robert Van Name	Yes
Councilman Pete Cabrera	Yes
Councilman Michael DiPietro	Yes
Councilwoman Sandra Ruiz	Yes

PASSED and ADOPTED this 9th day of June, 2010.



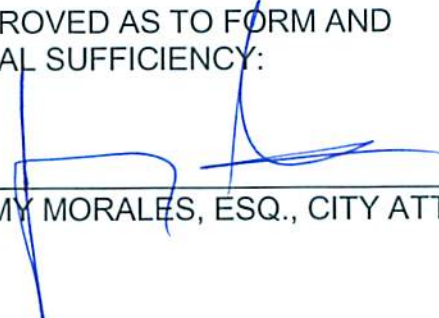
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:




JIMMY MORALES, ESQ., CITY ATTORNEY


EXHIBIT "A"



Memorandum

Date: May 25, 2010

To: Yvonne Soler-McKinley, City Manager 

From: John Rebar, Parks & Recreation Director 

Subject: Divine Savior Academy Joint Use Agreement

In an effort to maximize our space and involvement with the community, the Parks and Recreation Department would like to establish a joint use agreement with Divine Savior Academy. Both the City and Divine Savior Academy view the agreement as a valuable and beneficial opportunity for all parties involved, particularly the students and the residents of Doral. The joint use agreement would allow the City to use the grounds for recreational and athletic purposes. The City already has similar joint use agreements with Doral Academy Charter High School (DACHS) and Miami-Dade County Schools. Such agreements have allowed us more space and resources while also creating a positive and working relationship between the City and Doral schools.

The Parks and Recreation Department respectfully requests City Council's authorization for the City Manager to negotiate and enter into contract with Divine Savior Academy. The joint use agreement will have no budgetary impact and the final agreement will be reviewed by the City Attorney.

Attached – Agreement Draft

JOINT USE AGREEMENT

THIS JOINT USE AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____, 2010, by and between Divine Savior Academy, (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 outdoor/indoor recreational facilities for the use and benefit of the students of Divine Savior Academy and the people of the City of Doral; and

WHEREAS, the SCHOOL is situated in the City of Doral and within its campus is the property (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 (hereinafter referred to as the "PARK") 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 possession of the PROPERTY; and

WHEREAS, the CITY has authorized this Joint Use Agreement in accordance with City Council Resolution No. _____, at its meeting of _____.

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 here to agree as follow:

I. PREMISES TO BE JOINTLY USED

The SCHOOL and CITY agree, as a condition of entering in to this Agreement, that certain school amenities and park sites, as described in 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 site 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 authority to grant or deny the request, said approval not to be unreasonably withheld.

In the event that park sites 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 one (1) year, beginning on the date of CITY approval. The SCHOOL and CITY shall confirm the Commencement Date in a separate written instrument, which shall become a part of this Joint Use Agreement by reference.

III. USE OF PREMISES

The SCHOOL site and PARK site 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.

PARK SITES

Other than scheduled events, activities, or programs conducted by the CITY, the SCHOOL shall have use of the PARK as agreed to in Exhibit "A" at scheduled days and times through prearranged scheduling. The SCHOOL administrator (the "Administrator") shall notify the City Manager (the "Manager") or designee within five (5) business days concerning the scheduling of activities for use of the PARK

The SCHOOL acknowledges that because of the nature of parks, areas of the park sites 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.

SCHOOL SITE

As specifically agreed to in Exhibit "A", the CITY shall have use of the PROPERTY at scheduled days and times through prearranged scheduling. The City Manager (the "Manager") or designee shall notify the SCHOOL administrator (the "Administrator") within five (5) business days concerning the scheduling of its athletic and recreational program(s) and hours of use required of the CITY.

When using the PROPERTY, both parties stipulate that it shall remove all refuse or debris generated by use(s) and shall repair all damage to the PROPERTY prior to the SCHOOL's or CITY's next period of use.

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, and shall provide adequate supervision of 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.

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 and other utilities and services used, rendered or supplied to, upon or in connection with the 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. LIABILITY FOR DAMAGE OR INJURY

Subject to the limitations included within Section 768.28, Florida Statutes, the CITY shall not be liable for any damage or injury which may be sustained by the SCHOOL or any persons on the sites during the SCHOOL's period of use other than damage or injury resulting from the negligence or improper conduct on the part of the CITY, its agents, representatives or employees, or failure of the CITY to perform its covenants under this Agreement.

VIII. INDEMNIFICATION

SCHOOL covenants and agrees that it shall indemnify, hold harmless and defend the CITY, from and against any and all claims, suites, actions, damages or causes of action arising from or in connection with the SCHOOL's use and occupancy of the park sites during the term of this Agreement, for any personal injury, loss of life or damage to property sustained in or about the park sites.

IX. INSURANCE

The SCHOOL shall maintain and provide the CITY with a policy of General Liability Insurance with a single limit of no less than one million dollars (\$1,000,000) naming the City of Doral as additional insured.

X. HAZARDOUS MATERIALS

CITY shall not use, maintain, permit or allow the use, or maintenance of the PROPERTY, any part thereof, or immediately surrounding or through any access easement or path to the PROPERTY to treat, store, dispose of, transfer, convey or recover, or permit or suffer these to be present on, under or about the PROPERTY, any hazardous materials nor shall CITY otherwise, in any manner, possess or allow the possession of any hazardous materials on or about the PROPERTY, unless in compliance with all Environmental Laws (as hereinafter defined). "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 by CITY 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 land or school playfield to be occupied by other persons, firms, corporations, or governmental units during the other party's period of use.

XII. NO LIABILITY FOR PROPERTY

The SCHOOL and the CITY agree to insure or self insure their respective interests in personal property to the extent each deems necessary or appropriate and hereby mutually waive all rights to recovery for loss or damage by any means and waive all rights to recovery for loss or damage to such property by any cause whatsoever. The SCHOOL and the CITY hereby waive all rights of subrogation against each other under any policy or policies they may carry, or on property placed or moved on the PROPERTY.

XIII. OPTION TO RENEW

If not in default in performance of the obligations set forth in this Agreement, this Agreement has the option to executively renew under the same terms and conditions set forth herein for ten (10) additional terms of (1) year each from the expiration of the original term or any renewal thereof, with the mutual agreement of the other party.

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

DIVINE SAVIOR ACADEMY

City Manager

Approved as to form:

City Attorney

EXHIBIT "A"

Divine Savior Academy (10311 NW 58 Street):

- The CITY shall have use of the school's hard courts, parking lots, shelters, playfields, auditorium/cafetorium, gymnasium, classrooms 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.
- During any period of CITY use, maintenance responsibilities and all other terms and conditions shall be as set forth in the Agreement.

Morgan Levy Park (5300 NW 87th Avenue) / Doral Meadow (11555 NW 58th St) / JC Bermudez Park (3000 NW 87th Avenue)

- The SCHOOL shall have use of park amenities including: playgrounds, fields, courts, community center, and shelters.
- During any period of SCHOOL use, maintenance responsibilities and all other terms and conditions shall be as set forth in the Agreement.

Both Parties shall have use of the PROPERTY at scheduled days and times through prearranged scheduling. Use of premises requested by both Parties shall be made within five (5) business days concerning the scheduling of events, athletic and recreational program(s), and other activities.

Approved by City Manager

Approved by School Principal

Effective Date _____

Effective Date _____

Approved as to form:

City Attorney