

RESOLUTION No. 19-64

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A STAGING AREA AGREEMENT BETWEEN THE CITY OF DORAL AND FLORIDA POWER AND LIGHT TO BETTER SERVE THE COMMUNITY IN THE EVENT OF A MAJOR DISASTER; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, by pre-designing staging areas, the community is better served through a faster response and by triggering the recovery phase immediately after a major disaster; and

WHEREAS, Staff has recommended that the City Council approve the Staging Area Agreement between the City of Doral and the Florida Power and Light, to better serve the community in an event of a major disaster.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL 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 Staging Area Agreement between the City of Doral and Florida Power and Light, attached hereto as Exhibit "A", which is incorporated herein and made a part hereof by this reference, is hereby approved. The City Manager is hereby authorized to execute the Staging Area Agreement on behalf of the City subject to approval as to form and legal sufficiency by the City Attorney.

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

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

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

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Claudia Mariaca	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Absent/Excused
Councilwoman Christi Fraga	Yes

PASSED AND ADOPTED this 13 day of March, 2019.



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”

STAGING AREA AGREEMENT

THIS STAGING AREA AGREEMENT is made and entered into as of the ____ day of February, 2019 ("**Agreement**") by and between the City of Doral, with an address at 8401 NW 53rd Terrace, Doral FL 33166 ("**Grantor**") and Florida Power & Light Company, a Florida corporation with an address at 700 Universe Blvd., Juno Beach, FL 33408 ("**FPL**")

WITNESSETH:

WHEREAS, in the event of disasters such as major storms, hurricanes, other natural disasters, and military or civil disturbances, FPL will require temporary staging areas from time to time in the communities to park trucks and stage employee vehicles and to act as show-up sites for employees of FPL, its contractors, and other utilities assisting FPL, and

WHEREAS, the staging areas will be secured by FPL against theft, vandalism, and site abuse, and temporary lighting will be provided by FPL and used during darkness, and

WHEREAS, Grantor is willing to provide a staging area for as long as reasonably necessary for FPL to reinstall electric service, and

WHEREAS, FPL agrees that upon the completion of the company's storm restoration, the staging area will be returned to its previous condition.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements and promises contained herein, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grantor hereby grants to FPL the use of the staging area described in **Exhibit A** to perform the functions described in the recitals above on an "as needed" basis and that no compensation or other consideration is to be provided by either party.

2. FPL agrees to protect, defend, indemnify and hold Grantor, its tenants, and their officers, directors, partners, affiliates, subsidiaries, employees, agents, and servants ("**Grantor Entities**") free and unharmed from and against any and all third party claims (including employees of FPL, other utilities assisting FPL, and its contractors), claims, liabilities, losses, costs, property damage, personal injury, bodily injury or death or damages whatsoever, including court costs and reasonable attorneys' fees resulting from or in connection with the use of the staging area by FPL and its contractors, including ingress and egress thereto, unless such claims are caused by Grantor's intentional acts or negligence. FPL will also reimburse Grantor Entities for damages sustained as a result of the negligence of its employees or the employees of its contractors or other utilities assisting FPL.

3. FPL will provide at its sole cost any surface improvements it deems necessary for the effective use of the area, required utility services, sanitation facilities, fuel dispensing for its equipment, mobile office facilities, tents, eating facilities, and upon termination of use, FPL will restore at its sole cost the property to at least its original condition. If Grantor shall elect to supply

water, gas, electricity, or any other utility service, FPL agrees to purchase same from Grantor and to pay the reasonable charges therefor when bills are rendered at the applicable rates. FPL shall use reasonable diligence in the conservation of these utilities.

4. This Agreement shall be for a term of one (1) year commencing on the date set forth above and automatically renewed from year to year thereafter until one party gives the other party ninety (90) days written notice prior to the anniversary date that the Agreement will not be renewed for the following year. Grantor reserves the right to terminate the Agreement at any time prior to the expiration of the term after providing FPL with at least three (3) days' notice.

5. This Agreement shall not be recorded in the Public record of any County

6. If any provision or provisions of this Agreement shall be held invalid, illegal or unenforceable, the validity legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby

7. This Agreement will be governed by the laws of the State of Florida. It constitutes the complete and exclusive statement of the Agreement between the parties which supersedes all proposals, oral or written, and all other communications between the parties related to the subject matter of this Agreement. Any future change or modification of this Agreement must be in writing and signed by both parties.

9. The parties knowingly, voluntarily and intentionally waive the right they may have to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with this Agreement, or any document contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statement (whether oral or written) or action of either party.

[Signatures on Next Pages]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers or representatives effective as of the date first above written.

Grantor:

City of Doral

By: _____
Name: _____
Title: _____

FPL:

Florida Power & Light Company
A Florida corporation

By: _____
Name: _____
Title: _____

EXHIBIT A

Description of Staging Area

As an attachment to the Staging Area Agreement between made and entered into as of the ____ day of February, 2019 by and between the City of Doral ("**Grantor**") and Florida Power & Light Company, a Florida corporation ("**FPL**").

An area described on this date as the building and parking lot located at 8401 NW 53rd Terrace, Doral, Florida 33166 (in Miami-Dade County)