

RESOLUTION No. 09 – 118

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE EXISTING JOINT USE AGREEMENT WITH DORAL ACADEMY CHARTER HIGH SCHOOL FOR THE PROVISION OF AN ADDITIONAL SEVEN (7)-YEAR TERM; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on August 18, 2009 the City was recommended to receive \$50,000.00 in assistance through Miami-Dade County's Safe Neighborhood Parks (SNP) Program to complete a netting and fencing project, the bulk of which is to take place at Doral Academy Charter High School; and

WHEREAS, in order to execute a final agreement and receive the funds, the SNP administrative rules require a Joint Use Agreement for a minimum of 25 years; and

WHEREAS, the City of Doral is currently in the second year of an existing 20-year agreement with Doral Academy Charter High School; and

WHEREAS, Staff respectfully requests that the City Council authorize the City Manager to execute an amendment to the existing Joint Use Agreement with Doral Academy Charter High School for the provision of an additional seven (7)-year term.

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

Section 1. The City Council of the City of Doral hereby authorizes the City Manager to execute an amendment to the existing Joint Use Agreement with Doral Academy Charter High School for the provision of an additional seven (7)-year term presented herein as Exhibit "A."

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

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

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

PASSED and ADOPTED this 9th day of September, 2009.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



JIMMY MORALES, ESQ., CITY ATTORNEY

EXHIBIT “A”

FIRST AMENDMENT TO JOINT USE AGREEMENT

9th This First Amendment to Joint Use Agreement (the "First Amendment") is made as of this day of September, 2009 by and between the City of Doral, a Florida Municipal Corporation (the "City") and Doral Academy Charter High School, a Miami-Dade County public school (the "School").

WHEREAS, the City and the School entered into a Joint Use Agreement, dated as of September 12, 2007, (the "Agreement") pursuant to which the City and the School agreed to jointly use certain property owned by the School in the City of Doral for recreational and athletic purposes; and

WHEREAS, the Agreement has a term of twenty (20) years; and

WHEREAS, the City has applied for, and been recommended to receive, Safe Neighborhood Parks Program funds to be applied to this property, but the funding will require a term of not less than 25 years for the Agreement from the date hereof; and

WHEREAS, the City and the School desire to amend the Agreement upon the terms and conditions hereinafter set forth so as to reflect the new term thereof;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the City and the School covenant and agree as follows:

1. All capitalized terms used herein but not defined herein shall have the meaning ascribed to them in the Agreement.
2. Article II of the Agreement is hereby amended to read as follows:

II.

TERM

The term of the Joint Use Agreement shall be twenty-seven (27) years, beginning on the date of City approval. The School and the City shall confirm the Commencement Date in a separate written instrument, which shall become a part of this Joint Use Agreement by reference. If for any reason, School no longer operates as a school during the term of this Agreement, the School shall reimburse the City for any and all payments made by the City on a pro rata basis (i.e., if School no longer functions as Charter School after year 10, the City City would receive 40% of its total payment to the School consistent with Article IV of this Agreement.

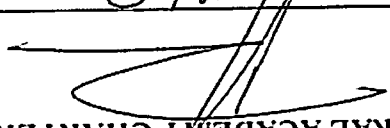
3. This First Amendment may be executed in any number of counterparts and by the different

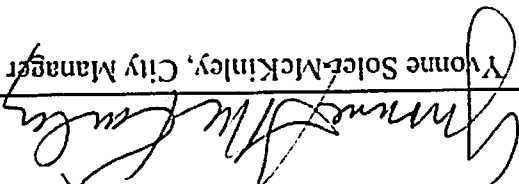
parties hereto on separate counterparts, each of which when so executed and delivered shall be an original and all of which shall together constitute one and the same agreement. Signature pages may be detached from the various counterparts and attached to a single copy of this document to physically form one document.

4. The foregoing terms and conditions are hereby incorporated into the Agreement. Except as modified herein, the Agreement remains in full force and effect. In the event of any conflict or ambiguity between the Agreement and this First Amendment, this First Amendment shall control.

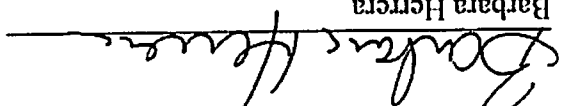
[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment on the
date first above written.

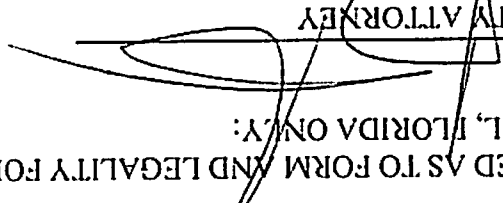
DORAL ACADEMY CHARTER HIGH SCHOOL
By: 
Name: Victor Barrera
Title: Chairman

THE CITY OF DORAL, a Florida Municipal Corporation
By: 
Yvonne Solec-McKinley, City Manager

ATTEST:


Barbara Herrera
City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY
OF DORAL, FLORIDA ONLY:
BY: 
CITY ATTORNEY

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