

RESOLUTION No. 10 – 01

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA AUTHORIZING THE CITY MANAGER TO CONTINUE THE EXISTING INTERLOCAL AGREEMENT WITH THE CITY OF MIAMI SPRINGS PROVIDING FOR OPERATIONAL EXPENSES FOR THE MIAMI SPRINGS MUNICIPAL POOL AND USE OF THE POOL BY CITY OF DORAL RESIDENTS IN AN AMOUNT NOT TO EXCEED \$15,000.00 FOR FY 09-10; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Fiscal Year 2008-2009, the City of Doral entered into an Interlocal Agreement (Exhibit "A") with the City of Miami Springs to provide for the operational support of the Municipal Pool and the use of the pool by City of Doral residents; and

WHEREAS, the Miami Springs Municipal Pool has had in excess of 2,500 visits from Doral residents during this contract period; and

WHEREAS, Staff respectfully requests that the City Council authorize the City Manager to continue the existing Interlocal Agreement with the City of Miami Springs for operational expenses and use of the Miami Springs Municipal Pool by City of Doral residents in an amount not to exceed \$15,000.00 for Fiscal Year 2009-2010.

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 continue the existing Interlocal Agreement (Exhibit "A") with the City of Miami Springs for operational expenses and use of the Miami Springs Municipal Pool by City of Doral residents in an amount not to exceed \$15,000.00 for Fiscal Year 2009-2010.

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 Michael DiPietro	Yes
Councilman Pete Cabrera	Yes
Councilwoman Sandra Ruiz	Yes

PASSED and ADOPTED this 13th day of January, 2010.



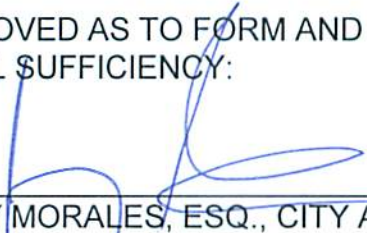
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



JIMMY MORALES, ESQ., CITY ATTORNEY

EXHIBIT “A”

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF
MIAMI SPRINGS AND THE CITY OF DORAL RELATING
TO USAGE OF MIAMI SPRINGS MUNICIPAL POOL**

THIS INTERLOCAL AGREEMENT entered into this 10th day of February, 2009 by and between the CITY OF MIAMI SPRINGS, hereinafter referred to as "Miami Springs", and the CITY OF DORAL, hereinafter referred to as "Doral";

W I T N E S S E T H :

WHEREAS, the City of Miami Springs maintains and operates a Municipal Pool and related facilities that provide usage and other services to the residents of Miami Springs and citizens of other areas outside of the jurisdictional limits of the City; and,

WHEREAS, citizens and groups from the City of Doral have utilized the Municipal Pool facilities in Miami Springs for some time; and,

WHEREAS, in light of the foregoing, there exists a mutuality of interest in the continued maintenance and operation of the Miami Springs Municipal Pool by both cities; and,

WHEREAS, the respective cities are desirous of entering into an Interlocal Agreement that will assist in the maintenance and operation of the City of Miami Springs Municipal Pool while at the same time providing for the continued access and usage of the pool facilities by the citizens and groups from the City of Doral:

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, the sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

1. That the recitals previously set forth above are true and correct.
2. That Miami Springs hereby agrees that it will provide to Doral, in addition to the everyday access available to its citizens and groups, a special schedule of times and dates for the exclusive or shared usage of its Municipal Pool facilities.
3. That the aforesaid Schedule of Times and Dates for the initial year term hereof shall be agreed upon between the Recreational Directors of the respective cities prior to the execution of this Agreement and attached hereto as Exhibit "A".
4. That the parties mutually acknowledge and agree that the aforesaid Schedule of Time and Dates may be revised, corrected or supplemented by the mutual agreement of the Recreation Directors so long no pecuniary impact will result from such actions.
5. That in consideration of the foregoing, Doral agrees to pay Miami Springs Fifteen Thousand (\$15,000.00) Dollars annually during the term of this Agreement.
6. That this Agreement shall be for a term of three (3) years, commencing on the 1st day of March, 2009 and continuing through and including the 28th day of February, 2012, but the continued existence hereof shall be specifically subject to the annual approval of the governing bodies of each city, and the interim cancellation provision contained herein in Paragraph No. 18.
7. That as part of the annual contract approval process by each city's governing body, a new Schedule of Times and Dates shall also be approved for the next contract year.
8. That it is further agreed that Miami Springs shall be solely responsible for the maintenance and operation of the Municipal Pool facility and for providing any lifeguards required for any specific usage of the Pool.
9. That notwithstanding the foregoing, Doral agrees to provide additional supervisory

personnel, when required by Miami Springs, for all special events and group activities conducted by Doral at the Municipal Pool facility.

10. That Miami Springs agrees to provide reasonable advance notice to Doral, in writing, if possible, of any required closing of the Pool facilities or need to reschedule any previously scheduled and approved Pool usage.

11. That the parties mutually acknowledge and agree that any personal property brought into the Municipal Pool facility shall be at the sole risk of the property owner, and neither city shall be responsible to the property owner, or each other, for the damage or loss of said personal property.

12. That to the extent permitted by law, and subject to the limitations included within Florida Statutes Section 768.28, Miami Springs shall indemnify and save harmless Doral from any and all claims, liability, losses and causes of action arising out of Miami Springs' negligence or other wrongful acts in the performance of this Agreement. However, nothing herein shall be deemed to indemnify Doral for any liability or claims arising out of the negligence, performance, or lack of performance of Doral. In addition, to the extent permitted by law, and subject to the limitations included within Florida Statutes Section 768.28, Doral shall indemnify and save harmless Miami Springs from any and all claims, liability, losses and causes of action arising out of Doral's negligence or other wrongful acts in the performance of this Agreement. However, nothing herein shall be deemed to indemnify Miami Springs for any liability or claims arising out of the negligence, performance or lack of performance of Miami Springs.

13. That notwithstanding the foregoing, Doral, at its own costs and expense, shall be required to provide a comprehensive liability insurance policy for its Pool related usage and activities, insuring against claims for bodily injury, death and property damage in the minimum

amount of One Million (\$1,000,000) Dollars for each incident, and providing that said policy names Miami Springs as an additional insured. The insurance policy/ coverage required by this provision, shall remain in full force on all effective days of this Agreement.

14. That the parties, in the operation and interpretation of this Agreement, agree to comply with all applicable laws, ordinances, codes, rules and regulations of the federal, state and local governments.

15. That the obligations and duties of the parties, pursuant to this Agreement, shall not be delegated or assigned, in whole or in part, to any other person or entity without the prior written consent of the nondelegating party.

16. That the parties agree that they will not discriminate as to race, sex, color, creed, national origin, age or disability in connection with the performance of this Agreement.

17. That this Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The parties agree to be subject to the jurisdiction of the courts of Miami-Dade County, Florida and subject to service of process therein. Venue for any litigation arising out of or in connection with this Agreement shall be in Miami-Dade County, Florida.

18. That the parties mutually agree that this Agreement may be terminated by either party by providing written notice to the other party of its intention to terminate at least thirty (30) days prior to the effective date of such termination. In the event Miami Springs terminates this agreement, Doral shall immediately be reimbursed a pro rata share of the annual payment.

19. That all notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by certified mail, return receipt requested, addressed to the other party at the address indicated herein, or as the same may be

changed from time to time. Such notice shall be deemed given on the day on which personally served, or, if by mail, on the fifth day after being posted, or the date of actual receipt, whichever is earlier.

CITY OF MIAMI SPRINGS
Attn: James R. Borgmann, City Manager
201 Westward Drive
Miami Springs, FL 33166

CITY OF DORAL
Attn: Yvonne Soler-McKinley, City Manager
8300 NW 53rd Street - Suite #100
Doral, FL 33166

20. That the failure of either party hereto to insist on the performance or observance of any one or more conditions or covenants of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such covenants or condition, and either party's obligation with respect to such future performance shall continue in full force and effect.

21. That the terms herein contained, shall include the singular and/or plural, the masculine, the feminine, and/or the neuter, wherever and whenever, the context so requires or admits.

22. That should any provision, paragraph, sentence, word, or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida or the United States, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform to such laws, or, if nonmodifiable, then same shall be deemed severable, and, in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

23. That this Agreement shall be binding upon and inure to the benefit of the parties herein, their heirs, executors, legal representatives, successors and assigns.

24. That this Agreement and its attachments constitute the sole and only Agreement of the

parties hereto. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement with respect to the subject matter of this Agreement are of no force or effect.

25. That no amendments to this Agreement shall be binding on either party unless in writing and signed by both parties.

26. That in the event that any litigation is instituted in regard to the enforcement or interpretation of the terms and conditions hereof, the prevailing party in such litigation shall be entitled to an award of all appropriate court costs, reasonable trial attorney's fees, and reasonable appellate attorney's fees.

27. That the parties to this Agreement have participated fully in its negotiation and preparation. Accordingly, this Agreement shall not be more strictly construed against either of the parties hereto.

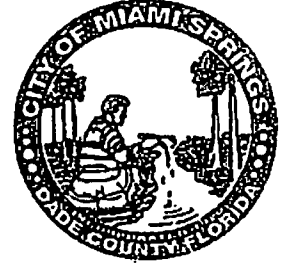
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective proper officers duly authorized thereunto, the day and year first above written.

ATTEST:

Magali Valls
Magali Valls, CMC
City Clerk

CITY OF MIAMI SPRINGS
201 Westward Drive
Miami Springs, FL 33166



BY: James R. Borgmann
JAMES R. BORGMANN, City Manager

ATTEST:

Barbara Herrera
Barbara Herrera
City Clerk

CITY OF DORAL
5300 NW 53RD Street - Suite #100
Doral, FL 33166

BY: Yvonne Soler-McKinley
YVONNE SOLER-McKINLEY, City Manager