

RESOLUTION No. 23-63

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, DESIGNATING DORAL GLADES PARK A FISH MANAGEMENT AREA; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Florida Fish and Wildlife Conservation Commission (“Commission”) has the expertise to restore and enhance fishing opportunities on the lake at Doral Glades Park, however, the Commission requires that the lake be designated a Fish Management Area to support the Commissions dedication and utilization of its resources for the lake; and

WHEREAS, the City of Doral (“City”) and the Commission agree that to meet the Commission’s needs and goals, the parties will cooperate and agree to designate a portion of Doral Glades Park as a Fish Management Area (“FMA”); and

WHEREAS, this partnership further confirms the City’s commitment to environmental stewardship and the importance of nature and fishing education in the Doral Community; and

WHEREAS, the Commission agrees to provide the following resources and/or services at no cost to the City:

1. Develop plans and specifications for implementation of the FMA and upon City approval, the Commission will be responsible for implementation and maintenance of the FMA, including but not limited to, obtaining all necessary permits and/or regulatory approvals if needed;

2. Manage the fisheries habitat, stock the lake with various acceptable fish, as needed, install kiosks or educational signs, and provide fish feeders for the City to install;
3. Regularly inspect the FMA for maintenance needs; and

WHEREAS, in exchange, the City agrees to provide and maintain adequate access to the public for fishing and kayaking, provide fishing educational and instructional opportunities, and provide access to the FMA for the Commission to perform maintenance, subject to the terms and conditions set forth in an agreement between the parties.

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 hereby approve and authorize the City Manager to enter into an agreement with Florida Fish and Wildlife Conservation Commission to designate Doral Glades Park a Fish Management Area, which is attached hereto as Exhibit "A" to this Resolution.

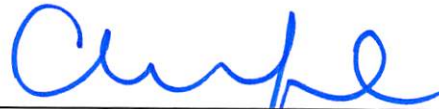
Section 3. **Implementation.** The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

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

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

Mayor Christi Fraga	Yes
Vice Mayor Rafael Pineyro	Yes
Councilwoman Digna Cabral	Yes
Councilwoman Maureen Porras	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 10 day of May, 2023.



CHRISTI FRAGA, 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:



VALERIE VICENTE, ESQ. for
NABORS, GIBLIN & NICKERSON, P.A.
CITY ATTORNEY

EXHIBIT “A”

**AGREEMENT
BETWEEN THE
CITY OF DORAL
AND
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
TO DESIGNATE THE
DORAL GLADES PARK FISH MANAGEMENT AREA**

This Agreement, hereinafter referred to as AGREEMENT, is made and entered into this ____ day of _____, 2023 by and between the City of Doral, a municipal corporation, hereinafter referred to as "DORAL", and the Florida Fish and Wildlife Conservation Commission, an agency of the State of Florida, hereinafter referred to as the "COMMISSION".

WHEREAS, DORAL retains title to certain real property in Miami-Dade County known as the Doral Glades Park Property and more particularly described in Exhibit "A", and hereinafter referred to as the "PARK", for the purposes of maintaining a public park, and green space, that also includes a lake with a canoe/kayak/boat launch; and

WHEREAS, since 2020, DORAL, in cooperation with the COMMISSION, has managed the aquatic habitat on the lake located within the PARK, hereinafter referred to as the "LAKE", in the best interest of the general public; and

WHEREAS, DORAL acknowledges that the COMMISSION has the expertise to manage and enhance fishing opportunities, and in order to fully support the COMMISSION'S dedication to the utilization of its resources for the management of the fishery in the LAKE, DORAL and the COMMISSION agree to cooperate with each other on fisheries management and providing public fishing access and opportunities within the LAKE at the PARK by designating the LAKE, and other areas within the PARK as needed to successfully implement the same, as a Fish Management Area, hereinafter referred to as an "FMA"; and

WHEREAS, DORAL and the COMMISSION agree that this AGREEMENT will establish the joint and several obligations, duties and responsibilities of DORAL and the COMMISSION to operate and maintain the FMA.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the parties hereby agree as follows:

I. DUTIES OF THE COMMISSION:

1. Upon execution of this AGREEMENT, the COMMISSION agrees to establish the LAKE as an FMA by COMMISSION process. If for any reason the COMMISSION fails to establish the LAKE as an FMA 90 days, DORAL will have the option, at their sole discretion, to extend the time for performance under this AGREEMENT for a reasonable time or to terminate this AGREEMENT.

2. The COMMISSION, at its sole cost and expense, agrees to develop fishery management plans and specifications for the FMA to include, but not be limited to, stocking recommendations, size and bag limits and aquatic habitat management (the "Management Plan"). The COMMISSION will submit the Management Plan to DORAL for their review and approval prior to implementation. After final approval by DORAL, the COMMISSION will proceed with, and be responsible for, the implementation of the fishery management actions for the FMA outlined in the approved Management Plan. The COMMISSION will pay all costs, expenses, and fees associated with the implementation and management of the Management Plan. In addition to the above referenced Management Plans, the COMMISSION agrees to also provide an annual fisheries management actions report and recommendations for future fisheries management actions ("Annual Report") at no cost to DORAL. The Annual Report shall be submitted by the COMMISSION to DORAL each year on the anniversary date of the approval of the Management Plan.
3. The COMMISSION agrees to complete all COMMISSION fishery management actions identified in the Management Plan developed for the FMA throughout the term of this AGREEMENT, including obtaining all necessary permits and regularly approvals, and to regularly inspect the FMA to ensure fishery management actions are being implemented per the Management Plan provided to DORAL by the COMMISSION.
4. Fisheries management actions taken by the COMMISSION for the FMA may include, but are not limited to the above, and the parties agree that any request for additional management actions on behalf of the COMMISSION at the FMA by DORAL will be considered on a per request basis.
5. The COMMISSION agrees to administer and enforce any COMMISSION related rules as applicable within the FMA.

II. DUTIES OF DORAL:

1. DORAL agrees to maintain the PARK as such and maintain and provide public access to the LAKE, the associated canoe/kayak launch, and allow fishing in the LAKE for the duration of this AGREEMENT.
2. DORAL agrees to allow the COMMISSION reasonable access to the FMA elements within the PARK and LAKE in order for the COMMISSION to appropriately fulfill its fishery management obligations as listed in this AGREEMENT.
3. DORAL agrees, at its sole discretion, to promote and provide fishing education and instructional opportunities at the FMA in cooperation with COMMISSION.

4. With the exception of those duties and responsibilities set forth in the Management Plan, which shall be the sole responsibility of the COMMISSION, DORAL agrees that the COMMISSION will not be responsible for, or conduct any routine maintenance duties related to the function, operation or access, or any other aspect of general maintenance for the PARK.

III. MUTUAL AND ADDITIONAL COVENANTS:

1. DORAL understands and agrees that in addition to this AGREEMENT, the COMMISSION will establish the FMA, by COMMISSION action, within Chapter 68A-20 of the Florida Administrative Code
2. DORAL and COMMISSION agree that the COMMISSION, per Chapter 68A-20.004 of the Florida Administrative Code may, only by prior consultation with and approval from DORAL, close or limit public access to the LAKE in order to conduct fishery management actions. The COMMISSION will notify DORAL of their request to close the LAKE, in writing, within 90 days in advance of any anticipated closure.
3. DORAL and the COMMISSION agree to cooperate on the management or removal of any aquatic or littoral vegetation within or around the perimeter of the LAKE, and to notify the other party, in writing, within a reasonable time frame in advance of these actions.
4. DORAL and the COMMISSION agree that both parties to this AGREEMENT will receive equal recognition in all advertisements and public announcements concerning the FMA. The parties may display other sponsor signage or logos to describe, advertise or promote fishery management and conservation awareness and education, the FMA, or any DORAL or COMMISSION event being conducted at or on the FMA, provided conditions described in Chapter 68-1.006 of the Florida Administrative Code related to the use and display of the COMMISSION logo are met. Prior to utilizing DORAL's logo for the purposes set forth herein, the COMMISSION shall first seek written approval from the DORAL Parks and Recreation Department.
5. DORAL and the COMMISSION agree not to assign any right, interest, or obligation hereunder without written consent of the other party. Any attempt by any one of the parties to transfer by any means, any of the rights, duties, or obligations of this AGREEMENT without such consent is null and void.
6. **TERM:** This AGREEMENT shall become effective upon execution by the last party to the AGREEMENT and shall remain in full force and effect until terminated as provided herein by either party.
7. **TERMINATION:** This AGREEMENT may be terminated by either party without cause upon sixty (60) days written notice to the other party. Termination is effective upon the

sixtieth (60th) day from the date of the written notice. This AGREEMENT shall terminate immediately upon the COMMISSION or DORAL giving written notice to the other in the event of fraud, willful misconduct, or breach of this AGREEMENT on the part of the other. Upon the termination of this AGREEMENT, the COMMISSION shall promptly remove any COMMISSION property from the PARK.

8. **PROJECT MANAGER:** Each party designates the employee set forth below as its respective project manager. Project Managers will assist with the coordination of the activities of the parties regarding the FMA and are the party's prime contact person. In the administration of this Agreement, all parties may rely upon instructions or determinations made by the respective Project Manager.
9. All notices or reports required as a result of this AGREEMENT shall be sent to the parties' Project Managers by certified mail return receipt or email at the addresses below:

Project Manager for DORAL:

Barbie Hernandez
City Manager of Doral
8401 NW 53rd Terrace
Doral, FL 33166
Barbie.Hernandez@cityofdoral.com

Project Manager for COMMISSION:

Josh Wilsey
Regional Fisheries
Administrator
Florida Fish and Wildlife
Conservation Commission
8535 Northlake Blvd
West Palm Beach, FL 33412
Josh.Wilsey@myfwc.com

10. **RELATIONSHIP OF PARTIES:** It is understood that an employer-employee relationship does not exist between the COMMISSION and DORAL, and the COMMISSION is not responsible for providing Worker's Compensation insurance and withholding services for DORAL or its employees.
11. **CONFLICT OF INTEREST:** There is no conflict of interest or any other prohibited relationship between DORAL and the COMMISSION.
12. **RECORDING:** This AGREEMENT may not be recorded but may be filed with the Clerk of the Circuit Court of Miami-Dade County as required by Section 163.01 (11), Florida Statutes.

13. **OTHER AGREEMENTS:** The AGREEMENT and the attached exhibits contain the complete agreement of the parties and may be amended only in writing signed by both parties to this AGREEMENT.
14. **COMMITMENT OF FUNDS:** The COMMISSION'S performance under this AGREEMENT is contingent upon an annual appropriation by the Legislature.
15. **PUBLIC RECORDS:** Both parties shall, upon request, permit any other party to examine or audit all records and documents related to the FMA or the AGREEMENT during or following execution of the AGREEMENT. All records and documents generated or received by a party to this AGREEMENT are subject to and will be retained in accordance with the Public Records Act in Chapter 119, Florida Statutes.
16. **NON-DISCRIMINATION:** The parties agree not to discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring pursuant this AGREEMENT.
17. **SEVERABILITY:** All provisions or paragraphs or clauses of this AGREEMENT are severable, and in the event any such provision or paragraph or clause of this AGREEMENT shall be held to be invalid by any court of competent jurisdiction, this AGREEMENT shall be construed as if such invalid provision or paragraph or clause were never contained herein unless such construction would be unreasonable or lead to absurd results or defeat the intent or obvious purposes of the AGREEMENT.
18. **LIABILITY:** Each party agrees to be responsible, to the extent allowed under Section 768.28, F.S., for all claims, loss, damage and expense, including attorney fees and costs and attorney fees and costs on appeal, arising from the negligent acts or omissions of that party's officers, employees, contractors and agents related to its performance under this AGREEMENT. This provision does not constitute a waiver of any party's sovereign immunity under Section 768.28, F.S., or extend any party's liability beyond the limits established in Section 768.28, F.S.

19. IN WITNESS WHEREOF, the parties have executed this AGREEMENT through their duly authorized signatories on the respective dates under each signature.

CITY OF Doral

Witness: _____

By: _____
Barbie Hernandez, City Manager

Date

FLORIDA FISH and WILDLIFE
CONSERVATION COMMISSON

By: _____
Thomas Eason, Executive Director

Date

APPROVED BY:	INITIALS	DATE
Attorney	_____	_____
LND Manager	_____	_____
Director	_____	_____

Exhibit A

Doral Glades Park Property

The property associated with this AGREEMENT, known as the Doral Glades Park Property or PARK located at 7600 NW 98th Place Doral, Florida 33718, includes the approximately 7-acre LAKE located within the park to be designated as an FMA and shown below in attached map labeled Figure 1.

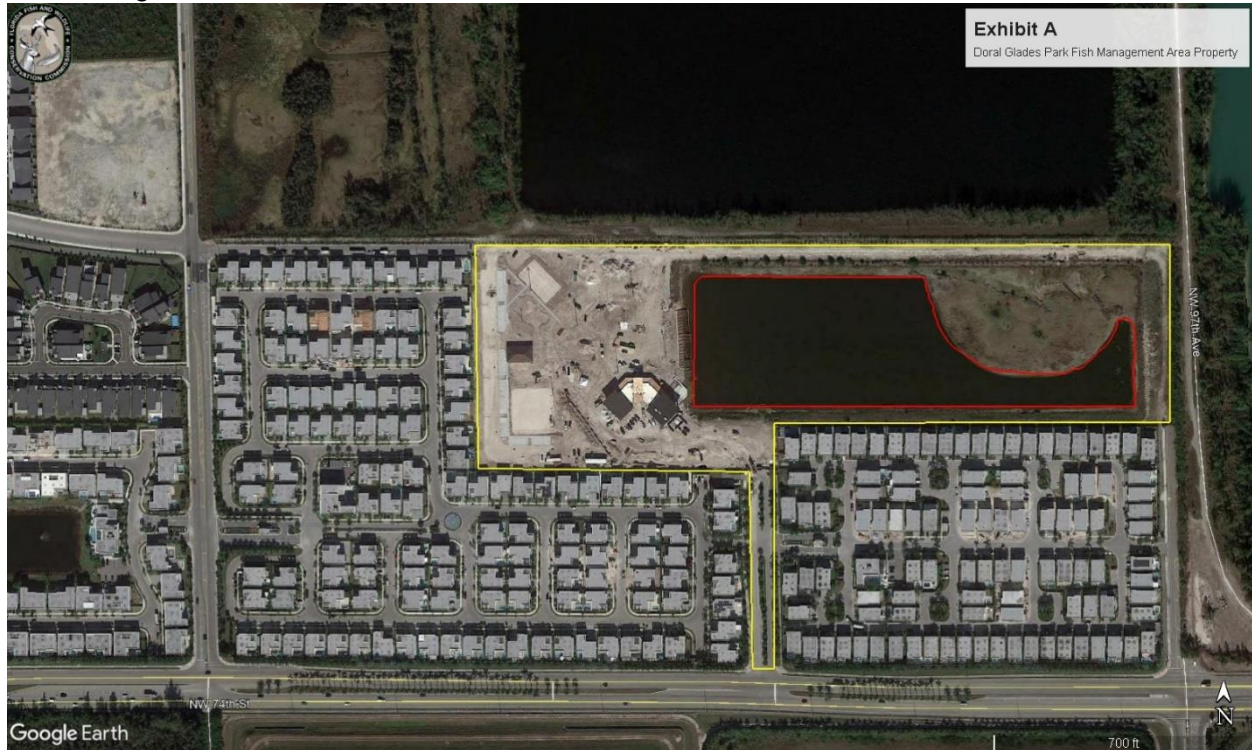


Figure 1: The yellow outline designates the PARK Boundary. The red outline designates the LAKE within the PARK to be established as FMA.