

FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT made and entered into this Tuesday day 7/28/2024, by and between the CITY OF DORAL, FLORIDA a municipal corporation organized and existing under the laws of the State of Florida (the "CITY") and Divine Savior Academy (the "SCHOOL").

WITNESSETH:

WHEREAS the CITY has swimming pool facilities known as Doral Aquatic Center located at Doral Central Park, 3005 NW 92nd Ave Doral, FL 33172; and

WHEREAS Divine Savior Academy School (the "School") is in need of swimming pool facilities for practice sessions for their Swimming Teams and

WHEREAS, Divine Savior Academy and the CITY desire to enter into an agreement to make available the swimming pool at specific times for the swimming team, and swim meets for the School.

NOW THEREFORE, be it agreed by and between the parties for good and valuable consideration as well as the mutual covenants between the parties as follows:

I. USE OF AQUATIC CENTER FACILITIES

A. Beginning no earlier than July 27th, 2026, through and including November 15th, 2026.

B. Use of said swimming pool during the period as defined above shall be limited as follows:

1. The School's' swimming and diving practices shall occur from July 27th through November 15th of each calendar year, in accordance with the official season dates established by the Florida High School Athletic Association (FHSAA). All start and end dates must conform to FHSAA regulations. Furthermore, the User shall ensure that all off-season activities adhere strictly to FHSAA Policy 41.
2. The User agrees that no practices, training sessions, or swim meets shall take place on CITY-designated holidays, and that CITY events shall take precedence over school activities in the event of scheduling conflicts. The CITY will provide the schools with a set of holidays and blackout dates prior to the start of the Swim season.
3. The School shall provide the CITY with a request of all practice and meet dates prior to the commencement of the season, in writing, that must be approved before the first scheduled practice. The request will include date and times for all practices and meets. Swim meets shall be scheduled Monday through Thursday. The School shall advise the CITY of all changes in these schedules as soon as changes are made.

4. The CITY shall retain the exclusive right to schedule and utilize the Aquatic Center facilities at its sole discretion. While the CITY will make every reasonable effort not to interfere with the School's approved use of the facility, CITY programming, operations, or emergent municipal needs may require the adjustment, rescheduling, or cancellation of previously approved school practices or events. In such cases, the CITY shall provide as much advance notice as reasonably possible. The School's acknowledge and agree that CITY use takes precedence and that this Agreement does not limit the CITY's right to full access and control over the facilities at any time.

C. The CITY shall permit the School's Swimming Teams the use of its equipment including, but not limited to lane lines, starting blocks, and backstroke flags. Elective use of the scoreboard timing system may be arranged by written request at least two (2) weeks in advance. The fee for elective use is \$800.00 at dual, tri and quad meets, which includes use of touch pads and buttons, and covers installation and removal of equipment . The use of the timing system is not required to host the meets.

II. OPERATION AND RESPONSIBILITY:

The responsibility of maintaining control of said pool should be as follows:

- A. The responsibility to enforce health and safety regulations as specified by the Miami Dade County Health Department shall be borne by the CITY.
- B. Supervision Requirements. The School shall ensure that all students using the City of Doral's Aquatic Center are supervised at all times by qualified School personnel. An approved coach shall be present on the pool deck at all times during use by the School.
- C. Compliance with Rules and Regulations. The School shall comply with all posted rules, regulations, and safety requirements of the Aquatic Center, as well as all applicable local, state, and federal laws, including but not limited to Florida Administrative Code Chapter 64E-9 (Public Swimming Pools and Bathing Places) and the Virginia Graeme Baker Pool and Spa Safety Act (15 U.S.C. 8001).
- D. Safety Training. The School shall ensure that all new personnel are trained on safety protocols and emergency procedures before supervising students at the Aquatic Center.
- E. Emergency Procedures. The School shall follow all emergency procedures in place by the City and directives given by City staff at the Doral Aquatic Center and Doral Central Park.

F. Safety Equipment such as AEDs and First Aid Kit is available at the aquatic center for use by the School in case there is an emergency.

G. Health and Sanitation School shall ensure that all participants comply with health and sanitation requirements, including:

1. No person with open wounds, infectious conditions, or communicable diseases shall enter the pool;
2. All participants shall shower before entering the pool;
3. Proper swim attire shall be worn at all times; and
4. No food or glass containers shall be permitted in the pool area.

H. Reporting Requirements. The School shall immediately report any accidents, injuries, or safety incidents to the City of Doral's designated representative and shall complete all required incident reports within twenty-four (24) hours of any such occurrence.

I. Periodic Safety Evaluations. The School supervisors and managers shall be periodically evaluated on their adherence to these safety protocols. School shall take disciplinary action, including possible termination, against supervisors failing to adequately instruct subordinates or failing to detect non-compliance with applicable safety policies through reasonable diligence.

J. Compliance Responsibility. The School acknowledges that strict compliance with these safety protocols and requirements is a condition of continued use of the Aquatic Center. Failure to comply may result in immediate termination of the Facility Use Agreement at the City of Doral's sole discretion.

III. UTILIZATION OF POOL FACILITIES:

The Aquatic Facility shall consist of *not more than four (4)*, twenty-five (25) yard swimming lanes, short course, for the exclusive use of each School swim team practices, and eight (8), twenty-five (25) yard lanes for swim meets, (exclusive to the public and exclusive of each team) as needed. Lane availability for swim team practices will be determined daily by number of swimmers. Use of specific lanes and pools will be determined by CITY facility management. The Aquatic Facility also includes non-exclusive use of the pool, deck, use of grandstands (bleachers) for swimming practices and meets (although an admission price to persons who are not actual competitors in swimming and diving meets may be charged and retained by the CITY), and non-exclusive use of the shower/locker room facilities (non-exclusive as to each team and as to the public).

IV. COST OF OPERATIONS:

The cost of operating said pool during the term of this Facility Use Agreement shall be the sole responsibility of the CITY.

V. CONSIDERATION

A. As consideration for the use of the Aquatic Facility by the Schools, The CITY will collect a rental fee for the season as identified below.

In Season Training		Out of Season Training
Year	Amount	Amount
2026	\$4,000 + tax (if applicable)	\$15 per lane, per hour + Tax (if applicable)

Payments shall be made as follows: Payment shall be due no later than September 10th of each year; Should the total rent due by the School not be received by the CITY's Parks and Recreation Department within thirty (30) days of the date such payment is due, the School will be considered to have repudiated this Facility Use Agreement. It is specifically recognized that both parties of this Facility Use Agreement are governmental entities and, thus, in order to facilitate an easily administered business relationship, such relationship will be primarily administered between the Schools Athletic Director, or designee, and the CITY's Director of Parks and Recreation.

B. Should School wish to utilize the Aquatic Facility for any County/Districts/Regional Swim/Dive Meet, the costs will be an additional \$2,000 This fee would include staffing of facility and use of Colorado timing system.

VI. Hold Harmless, Indemnification and Insurance

A. Hold Harmless

School hereby agrees to hold harmless the City of Doral, its elected officials, officers, employees, agents, and contractors (collectively "City Parties") from any and all claims, liabilities, losses, damages, and expenses of any kind, including reasonable attorney's fees, arising from or related to School's use of the City of Doral's Aquatic Center, except to the extent caused by the gross negligence or willful misconduct of the City Parties.

B. Indemnification

School shall indemnify, defend, and hold the City of Doral and City Parties free and harmless from any liability, loss, claim, deficiency, damage, payment (including, without limitation, those arising out of any demand, settlement, judgment, or other legal or equitable action or proceeding), cost, and expense (including reasonable attorney's fees and costs) collectively ("Losses") incurred by the City of Doral by reason of: (i) School's

breach of this Agreement; (ii) negligence or wrongful acts or omissions of School, its employees, students, agents, or contractors; or (iii) any act outside the scope of School's permitted use of the Aquatic Center. The obligation of School to indemnify the City of Doral shall survive the termination of this Agreement for any reason.

C. The School further agrees to maintain One Million Dollars (\$1,000,000) per incident and Two Million Dollars (\$2,000,000) of General Liability Insurance throughout the term of this Facility Use Agreement, with the City of Doral listed as Additionally Insured. The Schools shall remain solely liable for any and all injuries or claims associated with the Schools' use of said swimming facilities. At least ten (10) days prior to the first day of the Term, the Schools shall furnish a certificate of insurance evidencing that such insurance is in effect. Said insurance certificate shall provide for thirty (30) days written notice to the CITY in advance of cancellation and provide for a waiver of subrogation in favor of the CITY regarding workman's compensation.

VII. Governing Law and Sovereign Immunity

A. Governing Law

This Agreement and all amendments, modifications, alterations, supplements hereto, and the rights of the parties shall be construed and governed by the laws of the State of Florida without regard to its rules on conflicts of laws and applicable laws of the United States of America. Any action arising out of or relating to this Agreement shall be brought and resolved exclusively in the state or federal courts of the State of Florida, including related appellate courts. The parties irrevocably submit to the jurisdiction of such court in any such action or proceeding.

B. Award of Fees and Costs. In the event any controversy, claim, dispute, or legal proceeding between the School and the City of Doral arises out of or relates to this Facility Use Agreement, or the breach thereof, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, paralegal fees, court costs, and expenses, whether suit be brought or not, and including those incurred in any appellate proceeding or in any bankruptcy proceeding (including but not limited to any adversary proceeding, contested matter, motion, or otherwise).

C. Waiver of Sovereign Immunity. To the extent permitted by Florida law, specifically Fla. Stat. § 768.28, the City of Doral and School hereby expressly waive any claim of sovereign immunity for liability up to the limits set forth in Fla. Stat. § 768.28. Nothing herein shall be construed to extend either party's liability beyond that provided in Fla. Stat. § 768.28, or to otherwise waive or alter the limitations of sovereign immunity.

Approved By:

Matt Wilkens

School Representative Name

Matt Wilkens

School Representative Signature

7/28/2026

Date

Seil P. Smith

City representative
City manager

City of Doral

3005 NW 92nd Ave Doral, FL 33172

8/25/2026

Date

Allison Abad

Allison Abad

Superintendent of Aquatics

City of Doral Parks & Recreation

3005 NW 92nd Ave Doral, FL 33172

7/29/2026

Date