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CITY OF DORAL
COMMUNITY BASED ORGANIZATION GRANT AGREEMENT

THIS AGREEMENT is made and entered into this **12th day of August, 2026** , ("Effective Date") by and between the **City of Doral, Florida**, ("City") and **Miami Dynasty Basketball** a community based organization located at **4830 NW 99 Court – Doral, FL 33178** whose Federal I.D. No. is **81-1470278** ("Recipient").

RECITALS

WHEREAS, the City is desirous of encouraging activities which contribute to the enhancement of community development and social services within the City; and

WHEREAS, the Doral Community Based Organization Grant Program ("Program") provides financial assistance to community based organizations in the City in order to stimulate community development, social services, economic growth and community enhancement in the City by supporting the activities of community based organizations within City boundaries; and

WHEREAS, pursuant to the Program, **Raul Duany**, as a duly authorized representative of Recipient, applied for a Grant to assist the Recipient in implementing the project located at or serving **Miami Dynasty Basketball (4830 NW 99 Court – Doral, FL 33178)**, and the City has agreed to provide monies in the amount of **$5,600.00**; and

WHEREAS, after reviewing the application submitted by Recipient, the City has found and determined that it would be beneficial to its community development and social service efforts to support Recipient's project through a grant of funds upon the terms and conditions hereinafter described; and

NOW, THEREFORE, for the mutual considerations described herein and other good and valuable consideration, the parties agree as follows:

1. City Obligations and Responsibilities:

   1.1 The City has agreed to advance a sum of **$2,800.00**, which is equal to (**50%**[1]) of the total grant amount awarded to Recipient, subject to the Recipient's chief officer's execution of a personal guarantee in the manner attached hereto as Exhibit "C". The remaining grant funds shall be paid upon Recipient completing the project more particularly described in Exhibit "B" (the "Project"), provided the same are deemed acceptable to the City Manager and upon receipt of all documentation relating to the project's costs, including a report and receipts describing how advanced funds were applied.

[1] Advancement of funds may not exceed 50% of total award

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1.2 The City shall reimburse the Recipient for the remaining portion of the grant up to $**5,600.00**, provided that the Recipient provides the City with a report and receipts that describe how funds were applied towards the project.

1.3 The City shall not be liable for payments for work beyond the scope of the City authorized project, nor shall the City be liable for work which is performed after the Project is completed, or after the City has authorized reimbursement to the Recipient.

1.4 The City shall not be a party to nor is it liable for any contractual payments to any contractors, service providers or other third parties retained by Recipient or associated with the Project. Payments to any of the Recipient's contractors, service providers or other parties are the sole responsibility of the Recipient.

2. Recipient Obligations and Responsibilities:

2.1 Recipient acknowledges and agrees that the grant funds will be limited to advances and reimbursements for the specific Project approved by the City to be conducted at or serving, **Miami Dynasty Basketball** (**4830 NW 99 Court – Doral, FL 33178)**, as more particularly set forth in Exhibit "B"; and

2.2 Recipient represents and warrants that it is authorized to conduct the Project as described in Exhibit "B"; and

2.3 If not already provided to the City, the Recipient shall provide to the City a final project plan along with the selected contractor's or service provider's bid for the project; and

2.4 Recipient agrees that the Project, as set forth in Exhibit "B," shall be completed by **August 12, 2027** (the "Completion Date") and no grant fund reimbursement payments shall be made prior to successful completion as determined by the City; and

2.5 The sufficiency of the documentation for verification of expenditures is at the City's sole discretion and determination. The Recipient shall not be provided reimbursement for work performed that is not adequately documented as having been complete and paid; and

2.6 Recipient shall comply with all applicable federal, state, county and municipal laws, ordinances, codes and regulations; and

2.7 Recipient shall maintain books, records, and documents and adequate internal controls concerning the Project, to sufficiently and properly reflect all expenditures of funds that will be subject to reimbursement by the City

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under this Agreement; and

2.8 Recipient shall make all books pertaining to the organization and Project available to the City for inspection, review or audit purposes at all reasonable times upon demand during the term of this Agreement and for three (3) years thereafter; and

3. **Representations:** As a material consideration in granting the funds which are the subject of this agreement, the City has relied upon the following representations of the Recipient:

3.1 Recipient, or any of its officers, directors, or employees has not been convicted of any felony or crime involving dishonesty, fraud, misrepresentation or moral turpitude; and

3.2 To the best knowledge of the Recipient, there is no action, investigation or proceeding pending against the Recipient or any of its officers, directors or employees involving dishonesty, fraud, misrepresentation, moral turpitude or like matters, nor is there any factual basis which is likely to give rise to such an action, investigation or proceeding; and

3.3 The Recipient is a duly authorized community based organization and is authorized to execute this Agreement; and

3.4 The Recipient shall comply with all applicable laws and procedures in connection with the expenditure of funds including but not limited to obtaining all necessary permits and licenses.

4. **Term of Agreement:** This Agreement shall commence upon execution and shall expire sixty (60) days after the Completion Date. In the event that the Recipient fails to complete the Project within one (1) year from the Effective Date of this Agreement, City reserves the right to terminate this Agreement upon twenty-four (24) hours' notice to Recipient.

5. **Designated Representatives:** The names and addresses of the Designated Representatives of the parties in connection with this Agreement are as follows:

Zeida Sardiñas
City Manager
8401 NW 53rd Terrace
Doral, FL 33166

Lorenzo Cobiella
City Attorney
8401 NW 53rd Terrace
Doral, FL 33166

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AS TO RECIPIENT: **Miami Dynasty Basketball**
4830 NW 99 Court – Doral, FL 33178

WITH A COPY TO: **Lorenzo Cobiella**
City Attorney
8401 NW 53rd Terrace
Doral, FL 33166

6. Additional Terms and Conditions

6.1 Limitation of Liability, Indemnification and Hold Harmless. Recipient acknowledges that the City is not affiliated with or responsible for Recipient's activities hereunder or otherwise. Further, to the fullest extent permitted by law, Recipient shall indemnify and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Recipient and persons employed or utilized by the Recipient in the performance of this Agreement or in relation to the Project. This indemnification shall survive the term of this Agreement.

6.2 Sovereign Immunity. Nothing herein shall be construed as a waiver of the City's sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. This provision shall survive the termination of this Agreement, and shall not be limited by the amount of any insurance required under this Agreement.

6.3 Relationship Between Parties. Recipient agrees that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners or joint ventures between the City and the Recipient as an agent, representative or employee of the City for any purpose or in any manner whatsoever, and that it shall not represent to any third parties that such is the case.

6.4 Assignability. Recipient may not assign any rights under this Agreement without the prior written consent of the City, which may be withheld in its sole discretion.

6.5 Choice of Law and Venue. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be heard in Miami-Dade County, Florida. No remedy herein conferred upon any party is intended to be exclusive of every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

6.6 Modification. This Agreement may only be amended or modified by an instrument in writing signed by both parties.

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6.7 Cancelation. The Recipient acknowledges and agrees that the City may in its sole discretion discontinue this program at any time. At all other times, either party can cancel this Agreement by thirty-(30) days written notice to the other. In the event that Recipient cancels this Agreement, the City shall not be liable to any contractor(s) or subcontractor(s) with relation to any work performed pursuant to the contract between Recipient and the Contractor(s) or subcontractor(s).

7. **Default**. The occurrence of any of the following shall constitute an event of default under this Agreement:
   7.1 Recipient fails to complete the Project within the time stipulated in the application; and
   7.2 Recipient fails to provide the City with a report and receipts evidencing how advanced funds were applied; and
   7.3 Recipient fails to provide the City with a reimbursement request for the remainder of grant funds with receipts that evidence the reimbursement request; and
   7.4 Recipient fails to comply with any other term or condition of this Agreement.

8. **Authority to Seek Damages**. In the event of default, the City shall have the authority to seek damages against the Recipient and personal guarantor for advanced funds. The personal guarantor shall be jointly and severally liable with the Recipient for any advanced funds that are not properly accounted for or utilized in accordance with this Agreement.

9. **Public Records Law and Retention Requirement:** The Recipient shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Recipient and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the Recipient shall: (a) keep and maintain public records required by the City to perform the services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Recipient does not transfer the records to the City; and (d) upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Recipient or keep and maintain public records required by the City to perform the service. If the Recipient transfers all public records to the City upon completion of the Agreement, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Agreement, the Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information

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technology systems of the City. If the Recipient fails to comply with the requirements in this Section, the City may enforce these provisions in accordance with the terms of this Agreement. If the Recipient fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 305-593-6730, CityClerk@CityofDoral.com, 8401 NW 53rd Terrace, Doral, Florida 33166.

10. IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature. The City, signing by and through its City Manager, attested to by its City Clerk, duly authorized to execute same; and by Recipient by and through its authorized representative, who has been duly authorized to execute same.

ATTEST:

_____

CONNIE DIAZ, CMC
CITY CLERK
DORAL, FLORIDA

_____ 8/18/2026

ZEIDA SARDINAS
CITY MANAGER

Approved as to Form and Legality for
the Use and Reliance of the City of Doral,
Florida, only.

_____ 8/18/2026

LORENZO COBIELLA
GASTESI, LOPEZ, MESTRE & COBIELLA, PLLC
CITY ATTORNEY

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AS TO RECIPIENT

ATTEST: Raul Duany

_____ By: Raul Duany

CORPORATE SECRETARY Signature

Print Name: Raul Duany

Title: Head Coach

AS TO PERSONAL GUARANTOR

_____

Signature

Print Name: Diana Johnson

Title: Administrative Manager

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RESOLUTION No. 26-146

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE AWARD OF FISCAL YEAR 2025-2026 SECOND CYCLE COMMUNITY BASED ORGANIZATION GRANTS IN THE AMOUNT OF: FIVE THOUSAND EIGHT HUNDRED TEN DOLLARS AND 00/100 ($5,810.00) TO THE VILLAGE SOUTH INC.; FIVE THOUSAND SIX HUNDRED DOLLARS AND 00/100 ($5,600.00) TO MIAMI DYNASTY BASKETBALL; FIVE THOUSAND THREE HUNDRED NINETY DOLLARS AND 00/100 ($5,390.00) TO MULTICARE COMMUNITY SERVICES INC.; AND ONE THOUSAND TWO HUNDRED DOLLARS AND 00/100 ($1,200.00) TO DUE TO ARTS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral received seven (7) applications by eligible organizations in response to the FY2025-2026 Second Cycle of Community Based Organization (CBO) Grant Applications by June 4th, 2026; and

WHEREAS, after careful review of the applications, the CBO Evaluation Committee respectfully recommends that the Mayor and City Council approve CBO awards to each of the following organizations:

1. The Village South, Inc. - $5,810.00
2. Miami Dynasty Basketball - $5,600.00
3. Multicare Community Services Inc. - $5,390.0
4. Due To Arts - $1,200.00

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 as part hereof by this reference.

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Section 2. Approval. The Mayor and the City Council of the City of Doral hereby approves a CBO award of $5,810.00 to The Village South Inc., $5,600.00 to Miami Dynasty Basketball, $5,390.00 to Multicare Community Services Inc. and $1,200.00 to Due To Arts.

Section 3. Implementation. The City Manager and City Attorney are authorized to take any additional actions necessary to implement this Resolution, including making any modifications, executing any documents and addendums as necessary to effectuate this Resolution, provided that such actions remain consistent with the Council's intent.

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

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

Mayor Christi Fraga	Yes
Vice Mayor Digna Cabral	Yes
Councilman Rafael Pineyro	Yes
Councilwoman Maureen Porras	Yes
Councilwoman Nicole Reinoso	Yes

PASSED AND ADOPTED this 12 day of August, 2026.

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:

LORENZO COBIELLA
GASTESI, LOPEZ, MESTRE & COBIELLA, PLLC
CITY ATTORNEY