

RESOLUTION No. 26-57

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A NONEXCLUSIVE, TEMPORARY, & REVOCABLE LICENSE AGREEMENT WITH DORAL COSTA CAPITAL, LLC FOR PARKING; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Doral Costa Capital, LLC, is a local developer that owns certain real property located at 8404 NW 33rd Street, Doral, Florida 33166 (hereinafter referred to as “Oasis”), and will be engaging in development of their property that will displace resident parking.

WHEREAS, during this period of time, the Developer is in need of overflow parking; and

WHEREAS, the Developer has approached the City with the desire of using one hundred and fifty (150) parking spaces at Doral Central Park; and

WHEREAS, the Developer has agreed to make payment to the City as consideration, in the amount of \$40.00 a vehicle, a month for use of said parking spaces; and

WHEREAS, after careful review and analysis, it is desirous to ensure that orderly parking of vehicles while construction of development occurs in order to protect the health and safety of residents that are residing at Oasis and may be displaced during the redevelopment; and

WHEREAS, the parking will have minimal impact on Doral Central Park.

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. The Parking Licensing Agreement, which is attached hereto as Exhibit "A" is approved in substantially the same form, subject to negotiation and execution by the City Manager.

Section 3. Authorization. The City Manager is hereby authorized to execute the Parking License Agreement, both subject to approval by the City Attorney as to form and legal sufficiency, and to expend budgeted funds in furtherance of both. The Manager has the authority to execute any necessary amendments, documents, as may be necessary to effectuate the intent of this Resolution.

Section 4. 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 5. Effective Date. This resolution shall take effect immediately upon adoption.

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 8 day of April, 2026.



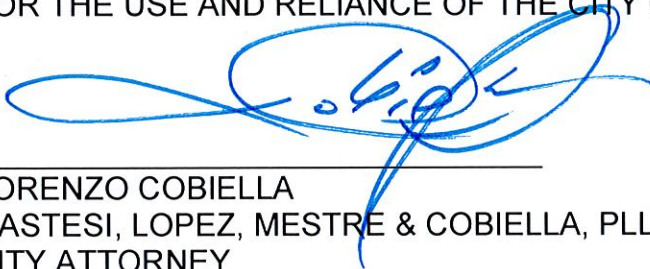
CHRISTI FRAGA, MAYOR

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

EXHIBIT “A”

NON-EXCLUSIVE, TEMPORARY, & REVOCABLE LICENSE AGREEMENT

THIS NON-EXCLUSIVE, TEMPORARY, & REVOCABLE LICENSE AGREEMENT (the "Agreement") is made and entered into this 1st day of April, 2026, by and between the CITY OF DORAL, FLORIDA, a Florida municipal corporation, whose address is 8401 NW 53rd Terrace, Doral, Florida 33166 (hereinafter "City"), and DORAL COSTA CAPITAL, LLC and/or its affiliates, whose address is 18205 Biscayne Boulevard, Suite 2202, Aventura, Florida 33160 (hereinafter "Licensee").

RECITALS

WHEREAS, the City is the fee simple owner of that certain parcel of real property commonly known as Doral Central Park located in Doral, Florida more particularly described on Exhibit "A" attached hereto and made a part hereof, together with all improvements and parking areas located thereon (the "Park Property"); and

WHEREAS, Licensee, is a local developer that owns certain real property located at 8404 NW 33rd Street, Doral, Florida 33166 (hereinafter referred to as "Oasis"), and will be engaging in development of their property that will displace resident parking; and

WHEREAS, Licensee desires a non-exclusive license from the City, and the City agrees to grant a non-exclusive license to and in favor of Licensee, for the non-exclusive use of the parking areas located on the Park Property more particularly described on Exhibit "A" attached hereto and made a part hereof, on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

A. Recitals

The above Recitals are true and correct and are hereby incorporated herein by this reference.

B. Term

The term of this Agreement shall be for an initial term of six (6) months, and may be extended month to month as agreed by the City in its sole discretion (the "Term").

C. Non-Exclusive Parking License

Subject to the conditions and limitations set forth herein, the City hereby grants to and in favor of Licensee and all of its attendees, employees, guests, and invitees (collectively, the "Event Attendees") a (a) non-exclusive license for the non-exclusive use of up to one hundred and fifty (150) overflow parking spaces for Doral Costa employees, tenants or invitees. at the Park Property for the next six (6) months, and extended as approved by the City, together with (b) the right of vehicular and pedestrian access, ingress and egress over, upon and across all current and future roadways, driveways and travel ways located on the Park Property necessary to utilize such parking areas and to otherwise exercise the rights granted herein. Licensee shall not park any vehicles in any areas other than the designated parking areas. The rights granted to the Licensee in this Agreement are referred to herein as the "License Purpose."

D. Modification

Nothing herein shall be deemed to limit City's right to modify, relocate, close, or maintain the roadways, driveways and/or travel ways in any way, or at any time, or from time to time after consulting with the Licensee to protect the health, safety and welfare of Licensee's residents.

E. Restoration

Licensee shall be responsible for ensuring that the Park Property remains in good repair during the Term of this Agreement and will return the Park Property no later than forty-eight (48) hours after the conclusion of the Event to its condition prior to its occupancy.

F. Security

Licensee shall provide reasonable and adequate security to supervise the use of the Park Property by the Licensee during all times while the Licensee is using the Park Property for the License Purposes, including, but not limited to, the presence of security personnel, if reasonably warranted, while the Park Property is in use by Licensee and lights for use of the Park Property after sunset and before sunrise.

G. Consideration

The Licensee shall pay the sum of forty dollars (\$40) per vehicle, per month, for up to One Hundred Fifty(150) parking spaces at the Park Property, for Licensee's use during the six (6) month period.

H. Licensee's Indemnification

Licensee shall indemnify, defend and hold harmless the City, its elected officials, employees, agents and volunteers (collectively referred as "City Indemnitees") against all loss, costs, penalties, fines, damages, claims, expenses, including attorney's fees, or liabilities (collectively referred to as "Liabilities") by reason of any injury to, or death of any person, or damage to, or destruction, or loss of any property arising out of, resulting from, or in connection with the Licensee's use of the Park Property and performance of this Agreement, which is, or is alleged to be directly, or indirectly caused, in whole, or in part by any act of omission, default, or negligence of Licensee, its employees, agents, or sub-contractors.

Licensee expressly agrees to indemnify, defend, and hold harmless the City Indemnitees, or any of them, from and against all Liabilities which may be asserted by an employee or former employee of provider to the extent same is covered by payments under workers' compensation or similar laws.

K. Risk of Loss

In no event shall the City be liable or responsible for injury, loss, or damage to the property, improvements, fixtures, and/or equipment belonging to, in the care of, or rented by the Licensee, its officers, agents, employees, invitees, or patrons, resulting from, or in connection with the use of the Park Property and/or performance or non-performance of the provisions of this Agreement, which may arise as a result of theft, destruction, or damage of any kind, or nature whatsoever, including without limitation, any direct, or indirect physical loss, or damage to the premises from any peril whatsoever, and loss of electricity, explosion, release of gas, steam, vapors, water damage, leakage or seepage, from, or into any part of the premises, including breakage, obstruction, or other defects of any kind within the premises, such as pipes, sprinklers, wires, air conditioning, plumbing, appliances, lighting fixtures, and acts of God. In addition, the City will not be held liable for any act of negligence by any user of the Park Property, or any occupants, or any person whomsoever, whether such damage or injury results from conditions arising upon the area, or upon other portions of the area, or from other sources.

L. Insurance

The Licensee shall obtain the necessary insurance of such type and in such amounts as required by the City and expressed in Exhibit "B." Certificates of Insurance shall be provided to the other party at the time of execution of this Agreement listing the other party as an additional insured on all liability policies. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the other party before any policy or coverage is cancelled or restricted. Insurance coverage shall be no less than the terms of coverage provided in Exhibit "B", "Insurance Requirements." If at any point during the Term, one of the parties fails to provide insurance as required herein, the other party reserves the right to procure the type of coverage needed to protect the interest of that party, and the other party hereby agrees to reimburse the other party for any and all costs associated with procured insurance.

M. No Public Rights Created

This Agreement shall be reserved solely to and for the benefit of the Licensee and the rights, privileges and benefits of this Agreement is not intended, nor shall be construed as creating any rights in or for the benefit of the general public.

N. Revocable at Will

Licensee acknowledges and understands that the permission to use the Park Property being granted herein is limited to the conditions herein and License Purpose and revocable at any time. The City reserves the right to change the date of Licensee's use of the Park Property and/or modify the scope of the Park Property if there is a conflict with a previously approved, emergency and/or necessary City function that is or will be occupying the same area. In the event of emergency circumstances or in the event the City or City Manager finds a threat to the public health or safety is involved, this Agreement may be cancelled by City verbally, effective immediately, followed by prompt written confirmation. In the event of any such change, Licensee may request a different time and/or location to perform the License Purpose. The Agreement shall terminate automatically at the expiration of the Term or pursuant to written notice given hereunder by either party, effective upon the earlier of receipt or three days after transmittal by sender, unless otherwise extended by the City pursuant to the terms herein.

O. Non-Interference

During its use hereunder and during the conduct of its business in the area, Licensee agrees to make all reasonable efforts to minimize interference with the business of City. Licensee shall not block or otherwise obstruct the public vehicular or pedestrian traffic in the area of Park Property in any way; nor shall Licensee provide or allow any impediment to free passage in or near the Park Property. Licensee shall take reasonable measures so as to prevent or minimize Licensee's impact on traffic volume and congestion.

P. Severability

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be invalid or unenforceable to any extent, the remaining terms, covenants, conditions and provisions of this Agreement shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of the agreement between the parties.

Q. Governing Law

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida applicable to contracts made and to be performed entirely in the state. The parties agree that venue for any legal action instituted in connection with this Agreement shall be proper exclusively in Miami-Dade County, Florida, in a court of competent jurisdiction. The parties hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of this agreement.

R. No Joint Venture

Nothing in this Agreement shall be construed to create a joint venture, partnership or any other similar arrangement between City and Licensee. Nothing in this Agreement will be construed to affect in any way the City's rights, privileges, and immunities, including the provisions and monetary limitations of Florida Statutes § 768.28(5), Florida Statutes, which limitations are applicable regardless of whether such provisions would otherwise apply.

S. No Assignment

Neither this License nor this Agreement is assignable by Licensee without City's express written approval, which may be withheld for any reason. Licensee may engage subcontractors to perform part or all of the License Purpose, provided Licensee remains at all times obligated hereunder.

T. Review of Agreement

Licensee has had an opportunity for review of this Agreement by counsel for Licensee and is in agreement with the foregoing terms and provisions.

U. Public Records

Licensee acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Licensee agrees to maintain public records in Licensee's possession or control in connection with Licensee's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by law. Licensee shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law. Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. In the event of termination of this Agreement by either party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, Licensee, whether finished or unfinished, shall become the property of City and shall be delivered by Licensee to the City Manager, at no cost to the City, within seven (7) days of termination of this Agreement. All such records stored electronically by Licensee shall be delivered to the City in a format that is compatible with the City's information technology systems.

Upon termination of this Agreement, Licensee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Licensee shall be withheld until all documents are received as provided herein. Licensee's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

V. Notices

Notices hereunder shall be provided as follows:

For City:

City Manager
City of Doral
8401 Northwest 53rd Terrace
Doral, FL 33166

Copy to:

City Attorney
Gastesi Lopez Mestre & Cobiella
8105 NW 155 Street
Miami Lakes, Florida 33016

For Licensee:

Doral Costa Capital LLC
2875 NE 191ST Street PH-4
Aventura, Florida 33180

W. Entire Agreement

This Agreement sets forth the entire agreement between City and Licensee with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

24. Counterparts

This Agreement may be signed in two or more counterparts, each of which constitutes the agreement of the parties and each of which will be treated as an original.

IN WITNESS WHEREOF, the parties have hereto set their hands, on the day and year as set forth herein above.

DORAL COSTA CAPITAL LLC

By:  _____

Print Name: Edward Abbo

Title: Manager

Attest:

CITY OF DORAL, FLORIDA

Connie Diaz
City Clerk

Zeida Sardiñas
City Manager

Approved as to Form and Legal Sufficiency:

Lorenzo Cobiella
Gastesi Lopez Mestre & Cobiella, PLLC
City Attorney

EXHIBIT "A"

[Description of the Park Property and designated parking areas]

EXHIBIT "B"

INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

- Minimum limits: \$1,000,000 per occurrence
- \$2,000,000 general aggregate
- Coverage shall include premises, operations, products, completed operations, independent contractors, contractual liability, and personal injury

2. Automobile Liability Insurance

- Minimum limits: \$1,000,000 combined single limit

- Coverage shall include owned, hired, and non-owned vehicles

3. Workers' Compensation Insurance

- Statutory limits as required by Florida law
- Employer's Liability: \$1,000,000 each accident, \$1,000,000 disease policy limit, \$1,000,000 disease each employee

d. Umbrella/Excess Liability Insurance

- Minimum limits: \$5,000,000 per occurrence
- Coverage shall be in excess of the Commercial General Liability, Automobile Liability, and Employer's Liability policies

5. Additional Requirements

- All policies shall be issued by insurance companies licensed to do business in the State of Florida and having a Best's rating of at least A-VII
- Each party shall be named as an additional insured on the other party's liability policies
- All policies shall contain a waiver of subrogation in favor of the other party
- All policies shall be primary and non-contributory with respect to any insurance carried by the other party