

## INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into as of this 7 day of August, 2015, by and between United States Army Garrison-Miami ("USAG-M"), (hereinafter referred to as the "USAG-MIAMI"), and the City of Doral, a Florida municipal corporation (hereinafter referred to as the "CITY").

### WITNESSETH

WHEREAS, USAG-MIAMI and the CITY are mutually interested in providing and making available outdoor/indoor recreational facilities for the use and benefit of the employees of United States Army Garrison-Miami and the residents of the City of Doral; and

WHEREAS, USAG-MIAMI is situated in the City of Doral and within its campus is the property (hereinafter referred to as the "PROPERTY") presently used by USAG-MIAMI for some of its recreational and athletic programs and, in accordance with this Agreement, to be used by the CITY for the same purpose(s); and

WHEREAS, the CITY possesses park property (hereinafter referred to as the "PARK") presently used by the CITY for some of its recreational and athletic programs and, in accordance with this Agreement, to be used by the USAG-MIAMI and tenant activities for the same purpose(s); and

WHEREAS, USAG-MIAMI will retain ownership and possession of the PROPERTY; and

WHEREAS, the CITY will retain ownership and possession of the PARK; and

WHEREAS, the CITY has authorized this Joint Use Agreement in accordance with City Council Resolution No. 15-249, at its meeting of June 15, 2015

NOW, THEREFORE, for and in consideration of the conditions and covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follow:

#### I. PREMISES TO BE JOINTLY USED

USAG-MIAMI and CITY agree, as a condition of entering in to this Agreement, that certain amenities at the United States Army Garrison-Miami Fitness Center and park sites, as described in Exhibit "A", shall be included as part of the Agreement, effective with the Commencement Date.

Subsequent to the Commencement Date, park sites or United States Army Garrison-Miami Fitness Center amenities may be added or deleted from this Agreement, in whole or in part, upon execution of an amendment to Exhibit "A" by the City Manager, or designee and the United States Army Garrison-Miami administrator or designee. The amendment to Exhibit "A" shall fully indicate the portion of the USAG-MIAMI site or park site to be used and any other relevant information impacting operation of the

particular site. The Party receiving the request shall review same and shall have sole authority to grant or deny the request, said approval not to be unreasonably withheld.

In the event that park sites or United States Army Garrison-Miami Fitness Center amenities are added to or deleted from this Agreement, as described above, the amended Exhibit "A" shall become a part of this Agreement, and shall thenceforth remain in effect until such time as it may be further amended.

## II. TERM

The term of the Joint Use Agreement shall be nine (9) years, beginning on the date of CITY approval. This Joint Use Agreement shall be reviewed every three (3) to evaluate mutual use standards.

## III. USE OF PREMISES

USAG-MIAMI 's site and PARK site identified in Exhibit "A" shall only be used by the parties for the purpose of operating recreational and/or educational programs, events, and activities by the parties hereto.

### *PARK SITES*

Other than scheduled events, activities, or programs conducted by the CITY, USAG-MIAMI shall have use of the PARK as agreed to in Exhibit "A" at scheduled days and times through prearranged scheduling. USAG-MIAMI administrator (the "Administrator") shall notify the City Manager (the "Manager") or designee within ten (10) business days concerning the scheduling of activities for use of the PARK.

USAG-MIAMI acknowledges that because of the nature of parks, areas of the park sites not reserved or used by USAG-MIAMI will be open and available for use and enjoyment by the general public. The CITY shall have full control, custody, right and use of the individual park sites and all parking and recreational facilities located thereon, at all times, unless otherwise agreed to in writing by the parties.

When using the PARK, both parties stipulate that USAG-MIAMI shall remove all refuse or debris generated by use(s) and shall repair all damage (any destruction of property during approved time of use at the facility) to the PARK prior to USAG-MIAMI or CITY's next scheduled period of use.

### *UNITED STATES ARMY GARRISON-MIAMI SITE*

As specifically agreed to in Exhibit "A", the CITY shall have use of the PROPERTY at scheduled days and times through prearranged scheduling, if available. The City Manager (the "Manager") or designee shall notify the USAG-MIAMI Garrison Manager or designee

(the "Administrator") within ten (10) business days concerning the scheduling of its athletic and recreational program(s) and hours of use required of the CITY.

When using the PROPERTY, both parties stipulate that the CITY shall remove all refuse or debris generated by use(s) and shall repair all damage (any destruction of property during approved time of use at the facility) to the PROPERTY prior to USAG-MIAMI's or CITY's next scheduled period of use.

Neither party shall commit nor permit any violations of applicable laws, rules and regulations of the County, State, and/or Federal Government upon the PROPERTY or the PARK. The CITY shall promulgate and enforce reasonable rules and regulations governing its use of the PROPERTY, and shall provide adequate supervision of the PROPERTY at all times that CITY conducts or sanctions activities thereon. Both parties shall comply with applicable rules and regulations governing its use of the PARK or United States Army Garrison-Miami site and shall provide adequate supervision of its staff, students, and patrons at all times.

#### V. MAINTENANCE

USAG-MIAMI and The CITY, respectively, shall keep all recreational facilities and equipment located on the PROPERTY and the PARK, respectively, as of the Commencement Date in a safe, clean and working condition at all times.

#### VI. 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 USAG-MIAMI, its officers, agents, employees, invitees, or patrons, 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 premises, 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.

#### VII. INDEMNIFICATION

USAG-MIAMI and the City agree to mutually indemnify, defend and hold each other harmless from and against all loss, costs, penalties, fines, damages, claims, expenses, or 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 the negligent acts of the City or United States Army Garrison-Miami in connection with this agreement.

#### VIII. INSURANCE

USAG-MIAMI shall provide the CITY with a letter of self-insurance in connection with this agreement. The City shall provide USAG-MIAMI with a certificate of insurance with respect to general liability in connection to this agreement.

#### IX. HAZARDOUS MATERIALS

CITY shall not use, maintain, permit or allow the use, or maintenance of the PROPERTY, any part thereof, or immediately surrounding or through any access easement or path to the PROPERTY to treat, store, dispose of, transfer, convey or recover, or permit or suffer these to be present on, under or about the PROPERTY, any hazardous materials nor shall CITY otherwise, in any manner, possess or allow the possession of any hazardous materials on or about the PROPERTY, unless in compliance with all Environmental Laws (as hereinafter defined). "Hazardous Materials" shall mean any solid, liquid or gaseous waste, substance or emission or any combination thereof which may (x) cause or significantly contribute to an increase in mortality or in serious illness, or (y) pose the risk of a substantial present or potential hazard to human health, to the environment or otherwise to animal or plant life, and shall include without limitation hazardous substances and materials described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the Resource Conservation and Recovery Act, as amended; and any other applicable Laws (collectively "Environmental Laws"). CITY shall immediately notify USAG-MIAMI of the presence or suspected presence of any Hazardous Materials, on or about the PROPERTY and shall deliver to USAG-MIAMI any notice received by CITY relating thereto.

USAG-MIAMI shall not use, maintain, permit or allow the use, or maintenance of the PARK, any part thereof, or immediately surrounding or through any access easement or path to the PARK to treat, store, dispose of, transfer, convey or recover, or permit or suffer these to be present on, under or about the PARK, any hazardous materials nor shall USAG-MIAMI otherwise, in any manner, possess or allow the possession of any hazardous materials on or about the PARK, unless in compliance with all Environmental Laws (as hereinafter defined). "Hazardous Materials" shall mean any solid, liquid or gaseous waste, substance or emission or any combination thereof which may (x) cause or significantly contribute to an increase in mortality or in serious illness, or (y) pose the risk of a substantial present or potential hazard to human health, to the environment or otherwise to animal or plant life, and shall include without limitation hazardous substances and materials described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the Resource Conservation and Recovery Act, as amended; and any other applicable Laws (collectively "Environmental Laws"). USAG-MIAMI shall immediately notify CITY of the presence or suspected presence of any Hazardous Materials, on or about the PARK and shall deliver to CITY any notice received by USAG-MIAMI relating thereto.

X. ASSIGNMENT

Except as otherwise provided, neither party shall assign, transfer, or otherwise dispose of this Agreement for the term hereof, or permit the said PARK or PROPERTY to be occupied by other persons, firms, corporations, or governmental units during the other party's period of use.

XI. NO LIABILITY FOR PROPERTY

USAG-MIAMI and the CITY agree to insure or self-insure their respective interests in personal property to the extent each deems necessary or appropriate and hereby mutually waive all rights to recovery for loss or damage by any means and waive all rights to recovery for loss or damage to such property by any cause whatsoever. USAG-MIAMI and the CITY hereby waive all rights of subrogation against each other under any policy or policies they may carry, or on property placed or moved on the PARK or PROPERTY.

XII. OPTION TO RENEW

If not otherwise in default in performance of their respective obligations set forth in this Agreement, this Agreement shall automatically renew under the same terms and conditions set forth herein each year for a period of nine (9) additional years after the expiration of the original term of this Agreement.

XIV. TERMINATION

The CITY or USAG-MIAMI may terminate this Agreement for convenience at any time with written notice to the other party.

XV. ATTORNEYS' FEES

In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

XVI. NOTICES/AUTHORIZED REPRESENTATIVES

Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City:

Edward A. Rojas, City Manager  
City of Doral, Florida  
8401 NW 53rd Terrace  
Doral, Florida 33166

With a Copy to:

Daniel A. Espino, Esq.  
Weiss, Serots, Helfman, Pastoriza, Cole and Bonike, PL

City Attorney  
2525 Ponce De Leon Boulevard, Suite 700  
Coral Gables, FL 33134

For USAG-MIAMI:

Donald A. Bird, Garrison Manager  
U.S. Army Garrison-Miami  
9301 NW 33rd St  
Doral, Florida 33172

With a Copy to:

Monica Ojeda Lynch, Esq.  
Garrison Attorney  
U.S. Army Garrison-Miami  
9301 NW 33rd St  
Doral, Florida 33172

#### XVII. GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

#### XVIII. ENTIRE AGREEMENT/MODIFICATION/AMENDMENT

This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

#### XX. INDEPENDENT CONTRACTOR

USAG-MIAMI and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the CITY with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

#### XXI. COMPLIANCE WITH LAWS

USAG-MIAMI shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to this Agreement.

XXII. WAIVER

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

IN WITNESS WHEREOF, the CITY and USAG-MIAMI have caused this Joint Use Agreement to be executed by their respective and duly authorized officers the day and year first hereinabove written.

CITY OF DORAL, FLORIDA



Luigi Boria  
Mayor

UNITED STATES ARMY GARRISON-MIAMI



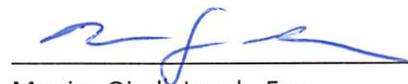
Donald A. Bird  
Garrison Manager

Approved as to form and Legal Sufficiency:



Daniel A. Espino, Esq.  
Weiss, Serota, Helfman, Cole & Bierman, PL  
City Attorney

Approved as to form and Legal Sufficiency:



Monica Ojeda Lynch, Esq.  
United States Army Garrison-Miami  
Garrison Attorney

EXHIBIT A

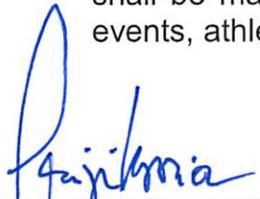
United States Army Garrison-Miami Fitness Center (9301 NW 33<sup>rd</sup> Street):

- The CITY shall have use of USAG-Miami's fitness center (i.e. basketball courts, volleyball courts and running track). Access to the installation is controlled by the Department of the Army Security Guards The CITY in conjunction with USAG-Miami's shall control public access to the PROPERTY during its period of use. The CITY shall be responsible for opening/closing of gates and doors when required and agreed upon by both parties.
- During any period of CITY use, maintenance responsibilities and all other terms and conditions shall be as set forth in the Agreement.

Morgan Levy Park (5300 NW 87<sup>th</sup> Avenue) / Doral Meadow (11555 NW 58<sup>th</sup> St) / Doral Central Park (3000 NW 87<sup>th</sup> Avenue)

- In addition to the CITY parks stated above, it may include all future CITY parks such as NW 114<sup>th</sup> Avenue Park and Doral North Park.
- USAG-Miami shall have use of park amenities including: playgrounds, fields, courts, community center, and shelters.
- During any period of USAG-Miami use, maintenance responsibilities and all other terms and conditions shall be as set forth in the Agreement.

Both Parties shall have use of the PROPERTY at scheduled days and times through prearranged scheduling. Use of premises requested by both Parties shall be made within ten (10) business days concerning the scheduling of events, athletic and recreational program(s), and other activities.

  
\_\_\_\_\_  
Luigi Boria  
Mayor  
City of Doral

Effective Date \_\_\_\_\_

Approved as to form:

  
\_\_\_\_\_  
Daniel A. Espino, Esq.  
Weiss, Serots, Helfman, Cole and Bierman, PL  
City Attorney

  
\_\_\_\_\_  
Donald A. Bird  
Garrison Manager  
U.S. Army Garrison Miami

Effective Date 07 Aug 15

Approved as to form:

  
\_\_\_\_\_  
Monica Ojeda Lynch, Esq.  
U.S. Army Garrison Miami  
Garrison Attorney

**RESOLUTION No. 15-249**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF DORAL AND UNITED STATES ARMY GARRISON-MIAMI; AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE THE INTERLOCAL AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS, United States Army Garrison-Miami (“USAG-MIAMI”) and the City of Doral (the “City”) are mutually interested in providing and making available outdoor/indoor recreational facilities for the use and benefit of the employees of United States Army Garrison-Miami and the residents of the City; and**

**WHEREAS, USAG-MIAMI is situated in the City of Doral and within USAG-MIAMI's campus is the property presently used by USAG-MIAMI for some of its recreational and athletic programs (“USAG Facilities”); and**

**WHEREAS, the City possesses park property presently used by the City for recreational and athletic programs (“City Facilities”); and**

**WHEREAS, USAG-MIAMI and the City agree that certain amenities in the USAG Facilities and City Facilities, as described in “Exhibit A” (collectively, the “Facilities”), which is incorporated herein and made a part hereof by this reference, shall be included as part of the agreement; and**

**WHEREAS, USAG-Miami will retain ownership, possession, and control of the USAG Facilities; and**

**WHEREAS, the City will retain ownership, possession, and control of the City Facilities; and**

**WHEREAS**, Staff has recommended approval of an interlocal agreement between the City and USAG-Miami for the mutual use of the Facilities (the "Interlocal Agreement").

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND 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 Interlocal Agreement by and between the City of Doral and United States Army Garrison Miami, attached hereto as Exhibit "A", is approved.

**Section 3. Authorization.** The City Manager is hereby authorized to execute the Interlocal Agreement, subject to approval by the City Attorney as to form and legal sufficiency.

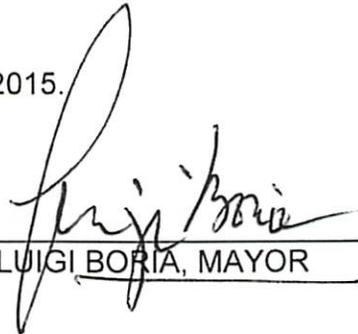
**Section 4. Implementation.** The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

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

The foregoing Resolution was offered by Mayor Boria who moved its adoption. The motion was seconded by Vice Mayor Ruiz and upon being put to a vote, the vote was as follows:

Mayor Luigi Boria	Yes
Vice Mayor Sandra Ruiz	Yes
Councilman Pete Cabrera	Absent/Excused
Councilwoman Christi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED this 15 day of June, 2015.

  
\_\_\_\_\_  
LUIGI BORIA, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE SOLE USE  
OF THE CITY OF DORAL

  
\_\_\_\_\_  
WEISS, SEROTA, HELFMAN, COLE, & BIERMAN, PL  
CITY ATTORNEY