

RESOLUTION No. 21-249

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE CITY TO SERVE AS A SPONSOR FOR THE “DOWNTOWN DORAL PERFORMING ARTS SERIES” TO BE HELD AT DOWNTOWN DORAL PARK BETWEEN THE DAYS OF NOVEMBER 28, 2021 THROUGH DECEMBER 21, 2021; APPROVING A BUDGET TRANSFER FROM ACCOUNT No. 001.50005.500492 TO ACCOUNT No. 001.50005.500490; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Foundation has received approval from the CITY to host a “Downtown Doral Performing Arts Series” in Downtown Doral Park (the “Park”) during the holiday season in accordance with City Council Resolution Res. No. 21-203, at its meeting of September 8th, 2021.

WHEREAS, the purpose of the events is to bring a cultural holiday-themed ballet and musical performances to Downtown Doral for people of all ages as part of the celebration of the holiday season.

WHEREAS, the Foundation has requested that the City serve as a co-sponsor of the Downtown Doral Performing Arts Series.

WHEREAS, the Foundation has requested that the City co-sponsor the Downtown Doral Performing Arts Series and contribute a total of \$52,539.05 which are the projected costs of the services to be provided by the City.

WHEREAS, the funding for this sponsorship will be made available from the General Government, Other Current Charges account (001.50005.500490) after a transfer of \$52,539.05 from the General Government, Contingent Reserve account (001.50005.500492).

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 true and correct and incorporated herein.

Section 2. Approval. The Mayor and Council approve the request to co-sponsorship the Downtown Doral Performing Arts Series and authorize the Interim City Manager to execute the agreement attached in "Exhibit A".

Section 3. Authorization. The Interim City Manager and City Attorney shall take all action necessary or reasonably required by the City to carry out, give effect to and consummate the purpose of this Resolution and shall take all action necessary in conformity therewith.

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

The foregoing Resolution was offered by Councilmember Mariaca who moved its adoption. The motion was seconded by Councilmember Puig-Corveand upon being put to a vote, the vote was as follows:

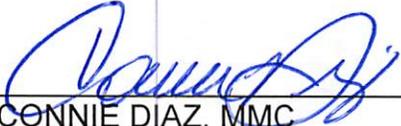
Mayor Juan Carlos Bermudez	Yes
Vice Mayor Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 10 day of November, 2021.



JUAN CARLOS BERMUDEZ, 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:



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY

EXHIBIT “A”

EVENT SPONSORSHIP AGREEMENT

THIS Sponsorship Agreement (“Agreement”) is made and entered into as of this _____ day of _____, 2021, by and between Downtown Doral Art and Culture Foundation Inc. (hereinafter referred to as the “Foundation”), and the City of Doral, a Florida municipal corporation (hereinafter referred to as the “CITY”).

WITNESSETH

WHEREAS, the Foundation has received approval from the CITY to host a “Downtown Doral Performing Arts Series” in Downtown Doral Park (the “Park”) during the holiday season in accordance with City Council Resolution Res. No. 21-203, at its meeting of September 8th, 2021.

WHEREAS the purpose of the events is to bring a cultural holiday-themed ballet and musical performances to Downtown Doral for people of all ages as part of the celebration of the holiday season.

WHEREAS, the Foundation has requested that the City serve as a sponsor of the Downtown Doral Performing Arts Series.

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:

A. TERMS OF SPONSORSHIP

The Foundation and CITY agree, as a condition of entering into this Agreement, that THE Foundation will hold the events described and incorporated into this Agreement as Exhibit “A”, shall be included as part of the Agreement, effective with the Commencement Date.

B. TERM

The Special events approved by the City together with the dates required for the set up and break down of the venue and will run from Sunday, November 28, 2021 through Tuesday, December 21, 2021.

C. USE OF PREMISES AND TERMS OF SPONSORSHIP

The Foundation shall only be use the Premises for the ballet and musical programming discussed with the City.

The City will provide: a total of \$52,539.05 for the agreed upon events which may be utilized to pay for Police, Parks and Public works services.

The Foundation acknowledges that because of the nature of park, areas of the park not reserved or used will be open and available for use and enjoyment by the general public.

D. MARKETING

The City's logo may not be used by the Foundation in any way without the written permission of the City Manager or his/her designee ("Manager") of the City. If permission is granted, all materials must be reviewed and approved in writing by the Manager. The Foundation will provide its logo within 30 days prior to the event(s) in EPS, PDF or High-Resolution JPEG format. It is understood and agreed that CITY has permission to use the Foundation's logo on printed material, press releases, and all other marketing materials

When using the Park, the Foundation shall remove all refuse or debris generated by the Foundation's use(s) and shall repair all damage to the Park caused by a direct result of the Foundation's events. During the Foundation's use of the Parks, the Foundation agrees to comply with all applicable rules, laws and regulations of the City, County, State, and/or Federal Government.

E. MAINTENANCE

The Foundation shall remove all refuse or debris generated by its use(s) and shall repair all damage to the Park caused by the Foundation or its guests. During the Foundation's use of the Park, the Foundation agrees to comply with all applicable rules, laws and regulations of the City, County, State, and/or Federal Government

F. NO ENDORSEMENT

By entering into this Agreement, the City is in no way endorsing the Foundation's organization, products, services or employees

G. 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 Foundation, its officers, agents, employees, invitees, or patrons, during the Foundation's use of the Park. In addition, the City will not be held liable for any act of negligence by any user of the Park, 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.

H. INDEMNIFICATION

The Foundation shall indemnify, defend and hold harmless the City, its elected officials, employees, agents and volunteers against all loss, costs, penalties, fines, damages, claims, expenses, including attorney's fees, 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, or in connection with the performance, or non-performance of the services contemplated by 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 the Foundation, its employees, agents, vendors or sub-contractors.

The provisions of this Section shall specifically survive the termination of this Agreement. The provisions of this Section are intended to furnish the greatest amount of indemnification allowed under Florida law. To the extent any indemnification requirement contained in this Agreement is deemed to be in violation of any law, that provision shall be deemed modified so that both parties shall be required to furnish the greatest level of indemnification to the indemnitees as was intended by the parties hereto.

I. INSURANCE

- a. General Liability Insurance: The Foundation, at its own expense, shall provide and keep in force, commercial general liability insurance insuring against liability for bodily injury and property damage in an amount of not less than One Million Dollars (\$1,000,000) per occurrence. The CITY shall be named as an additional insured and Foundation shall provide CITY with a certificate of insurance coverage evidencing said coverage, including a copy of all declarations of exclusions. B. Automobile

Liability Insurance: The Foundation shall maintain One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

J. HAZARDOUS MATERIALS

The Foundation shall not use, maintain, permit or allow the use of any Hazardous Materials, including the treatment, storage, or disposal, on the Park, any part thereof, or immediately surrounding or through any access easement or path to the Park, without the prior written consent of City. "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"). The Foundation 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 relating thereto.

K. ASSIGNMENT

Except as otherwise provided, the Foundation shall not assign, transfer, or otherwise dispose of this Agreement for the term hereof, or permit the said Park to be occupied by other persons, firms, corporations, or governmental units during the other party's mutually agreed upon and previously scheduled use.

Nothing in this Agreement, expressed or implied, is intended to: (a) confer upon any entity or person other than the parties and any permitted successors or assigns, any rights or remedies under or by reason of the Agreement as a third-party beneficiary or otherwise except as specifically provided in this Agreement; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.

L. TERMINATION

This Agreement may be terminated immediately, for cause, by City upon written notice to the Foundation.

M. ATTORNEYS' FEES AND WAIVER OF JURY TRIAL

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. In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

N. 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, electronic mail, 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: Hernan Organvidez
Interim City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Luis Figueredo ESQ.
City Attorney
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

For The Foundation: Downtown Doral Art and Culture Foundation
2020 Salzedo Street, 5th Floor
Coral Gables, FL 33134

With a Copy to: Joe Jimenez, ESQ.
2020 Salzedo Street, 5th Floor
Coral Gables, FL 33134

O. 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.

P. 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.

Q. INDEPENDENT CONTRACTOR

The parties 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.

R. COMPLIANCE WITH LAWS

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

S. 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 the Foundation have caused this Event Sponsorship Agreement to be executed by their respective and duly authorized officers the day and year first hereinabove written.

CITY OF DORAL, FLORIDA

Downtown Doral Art and Culture
Foundation Inc.

Hernan Organvidez
Interim City Manager

Name:
Title:

Approved as to form and Legal Sufficiency:

City Attorney