

**RESOLUTION No. 21-124**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH CODINA PARTNERS LLC, FOR THE USE OF THE EMPTY LOTS IDENTIFIED BY FOLIO NUMBERS 35-3022-032-0010, 35-3022-032-020, 35-3022-007-0350 AND 35-3022-007-0360 AS TEMPORARY DEBRIS MANAGEMENT SITES DURING EMERGENCIES ON AN AS NEEDED BASIS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, SUBJECT TO APPROVAL BY THE CITY ATTORNEY AS TO FORM AND LEGAL SUFFICIENCY AND EXPEND FUNDS ON BEHALF OF THE CITY IN FURTHERANCE HEREOF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, South Florida has a high exposure to hurricanes and tropical storms that can create a large economic impact; and

**WHEREAS**, the best way to mitigate these impacts is to have properly trained City staff and adequate resources that can respond to these emergencies in a timely manner; and

**WHEREAS**, on May 23, 2018, the Mayor and the City Council-Members awarded ITB #2018-09, "Emergency Debris Removal Services", to three (3) vendors, Custom Tree Care, Ceres Environmental, and DRC Emergency Services, via Resolution No. 18-89 (approved 5-0); and

**WHEREAS**, for debris monitoring services the City currently has a contract with Tetra Tech, Inc.; and

**WHEREAS**, another important component of a properly established response plan is the establishment and permitting of a Temporary Debris Management Site (TDMS); and

**WHEREAS**, the TDMS is used to stage, sort, and process debris material resulting from such events like hurricanes; and

**WHEREAS**, the City's only site that is used as a TDMS, Doral Central Park, has been closed as construction of the new park started; and

**WHEREAS**, the City currently does not have a State and Miami-Dade County approved TDMS; and

**WHEREAS**, in order to properly process disaster debris, the Public Works Department (PWD) and the City Manager's Office approached various property owners throughout the City to see if they would be open to the possibility of allowing the City to use the areas as staging sites in case of an emergency; and

**WHEREAS**, Codina Partners, LLC expressed their willingness to allow the use of some of the empty lots located at Downtown Doral for this purpose; and

**WHEREAS**, the empty lots are located west of the Downtown Doral Publix and east of the property located at 8333 NW 53 St., and are identified by Folio Numbers 35-3022-032-0010, 35-3022-032-020, 35-3022-007-0350, & 35-3022-007-0360; and

**WHEREAS**, the City Attorney's Office is working with Codina Partners on an Agreement to secure the use of the lots for emergency purposes only; and

**WHEREAS**, consideration of the agreement is ten dollars and zero cents (\$10.00); and

**WHEREAS**, the City Manager's Office respectfully requests that the Mayor and the City Council-Members authorize the City Manager to execute the agreement

between the City of Doral and Codina Partners LLC, owners of the empty lots, identified by the Folio Numbers 35-3022-032-0010, 35-3022-032-020, 35-3022-007-0350, & 35-3022-007-0360, and authorize the use of these lots by the City as a Temporary Debris Management Site, during emergencies, on an as needed basis; and

**WHEREAS**, the agreement shall be in effect from May 2021 until November 30, 2021.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

**Section 2. Approval.** The Agreement with the Codina Partners LLC, attached hereto in Exhibit "A", to allow for the use of the empty lots identified by the Folio Numbers 35-3022-032-0010, 35-3022-032-020, 35-3022-007-0350, & 35-3022-007-0360 as a Temporary Debris Management Site, during emergencies, on an as needed basis, is hereby approved.

**Section 3. Authorization.** The City Manager is authorized to execute the Agreement and expend funds on behalf of the City in furtherance hereof.

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

**Section 5. 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 Cabral and upon being put to a vote, the vote was as follows:

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

PASSED AND ADOPTED this 12 day of May, 2021.

ATTEST:



CONNIE DIAZ, MMC  
CITY CLERK

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

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”

## LICENSE AGREEMENT

This License Agreement, made this \_\_\_\_ day of May 2021, by and between Codina Partners (“Licensor”) and the City of Doral, a municipal corporation of the State of Florida (“Licensee”) and.

### WITNESSETH:

Licensor is the Owner of certain empty lots located west of the Downtown Doral Publix and east of the property located at 8333 NW 53 St (the “Properties”). The Properties identified by the Miami- Dade County property appraiser website as Folio Numbers 35-3022-032-0010, 35-3022-032-020, 35-3022-007-0350, 35-3022-007-0360.

Licensee desires to use the Properties as Temporary Debris Management Sites (TDMS).

The TDMS is used to stage, sort, and process debris material resulting from such events like hurricanes.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, and other good and valuable consideration, Licensor and Licensee mutually agree as follows:

A. Definitions. The terms set forth in this Agreement shall have the following meaning:

a. Licensee.

Name: City of Doral

Address: 8401 N.W. 53 Terrace, Doral, FL 33166

Telephone: (305)593-6623

b. Licensee’s Representative: City Manager Albert P. Childress is the duly authorized officer or representative or Licensee with the authority to execute this agreement on behalf of Licensee.

i. Term: The Licensee, subject to the approval of the License Area by the Miami-Dade County Department of Environmental Resources Management, shall be permitted to use the License Area commencing May 5th, 2021 and ending November 30<sup>th</sup>,2021 ( the “License Term”), except that, if the License Area is activated by Licensee as a temporary debris management site, provided, however, either Party shall have the right to terminate this Agreement with 30 days’ written notice.

ii. Permitted Use: Licensee shall have the right to use the License Area solely for the purpose of: temporarily housing and shredding the vegetation debris dropped off by the City of Doral resulting for storm related events (“Permitted Use”).

Any signage to be used by Licensee on the License Area shall have the prior written approval of Licensor, shall comply with all applicable regulatory and permit requirements including City Ordinances, shall

be neat and professionally lettered and shall be located within the License Area as designated by Licensor.

Licensor, or any of its agents, shall have the right to enter the License Area during all reasonable hours or in the event of an emergency at any time to examine the same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof or to otherwise exhibit the License Area to third parties, including without limitation, prospective tenants, mortgages, insurance examiners and building inspectors. Said right of way shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this License.

Licensee, its employees, contractors, agents, and any party acting on behalf of Licensee, shall not store, use, treat, generate, or dispose of Hazardous Materials at the License Area or other property owned by Licensor. "Hazardous Material(s)" means any substance that, by itself or in combination with other materials, is either (i) generally regarded injurious to public health, safety, or the environment; or (ii) now or in the future regulated by any federal, state, or local governmental authority as potentially injurious to public health, safety, or the environment.

Licensee, its employees, contractors, agents, and any party acting on behalf of Licensee shall comply, and shall keep the License Area in compliance, with all laws and regulations relating to Hazardous Materials ("Environmental Laws"), and shall promptly provide Licensor with copies of any document, correspondence, report or communication, written or oral, relating to Hazardous Materials at or affecting the License Area. Licensee shall also immediately notify Licensor in the event of a suspected or confirmed release of a Hazardous Material at or affecting the License Area or other property owned by Licensor caused by or related to the operations of Licensee, its employees, contractors, agents or any party acting on behalf of Licensee, and, at Licensor's sole option, either promptly remediate or correct such release or violation to Licensor's satisfaction or reimburse Licensor's cost of remediation (including reasonable attorneys' and consultants' fees) and compensate Licensor and/or third parties for all resultant damage.

- iii. Licensee Fee. The consideration to be paid by Licensee for use of the License Area will be Ten Dollars (\$10.00).

- iv. Deposit. Simultaneously with the execution of this License, Licensee shall not be required to deposit with Licensors a security deposit.

B. Acceptance of License Area. Licensee has inspected the License Area and accepts the same as existing and in the condition of that inspection. Licensee represents that Licensors has made no representations with respect to the License Area or its respective condition, and that the Licensee is not relying on any representations of Licensors or its agents with respect to the use or condition of the License Area. Licensee shall make no alterations or modifications, structural or non-structural, to the License Area. Licensors reserves the right to make alterations and modifications to any and all portions of the License Area.

Licensee agrees to be bound by and comply with any agreements, declarations and covenants to which the License Area is or may become subject to. If requested by Licensors, Licensee agrees to execute any documents to confirm the agreement by Licensee to be bound by such documents and instruments

C. Licensee's Obligations. Licensee shall be solely responsible for and liable for all of the following, namely: (a) comply with all applicable state, federal and local laws, ordinances or regulations now or hereafter adopted or promulgated relating to its use and occupancy of the License Area; (b) locating and operating any equipment in the License Area consistent with the terms of any covenants, declarations and agreements to which the License Area is and may become subject to at any time during the License Term; and (c) obtaining, at its sole expense, any necessary permits or licenses from the proper governmental authority.

Licensee, at its sole expense, shall: (a) preserve the License Area in a clean, orderly condition; (b) pay to Licensors the costs incurred by Licensors to repair and to replace any part or the entirety of the License Area which may become damaged, as determined by Licensors in its sole discretion, as the result of Licensee's use of the License Area; (c) surrender the License Area to Licensors at the expiration of the License Term free and clear of any litter and debris; and (d) remove and dispose of any signs installed by Licensee at the expiration of the License Term.

Licensee agrees that if it does not surrender the License Area to Licensors as required herein, Licensee shall reimburse Licensors for the actual expenses incurred by Licensors to restore the License Area.

D. Limitation of Liability. Licensee agrees that the liability of the Licensors, if any, shall be limited to its interest in the PROPERTY for the satisfaction of any judgment or decree requiring the payment of money by Licensors, based upon any default, and no other property or asset of Licensors, its managing agent, officers, members, agents or any mortgagee, shall be subject to levy, execution or other enforcement procedure for the satisfaction of such judgment or decree. Notwithstanding anything



to the contrary contained herein, in no event shall Licensee be responsible for any fines, code violations or other sums or judgments imposed upon Licensor that arises from events or circumstances unrelated to Licensee's use of the Property for Permitted Use.

E. No Assignment or Transfer. Licensee may neither assign this License Agreement, in whole nor in part, nor otherwise transfer the whole or any part of the License Area without the prior written consent of Licensor.

F. Breach. Upon a breach of any covenant, term or condition of this License Agreement to be performed or observed by the either party, that is not cured within five (5) business days, this License and the License Agreement may be deemed terminated immediately. In the case of a breach by the Licensee, such termination shall be without refund of any portion of the License Fee. Upon termination of this License, Licensor may take full possession of the License Area and remove all of Licensor's personal property from the License Area if not removed within five (5) business days of termination by reason of Licensee's default. All rights and remedies granted in this License to either party shall be cumulative and not mutually exclusive. In no event shall either party be liable for indirect, consequential, or punitive damages or for damages based on lost profits.

G. 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: Albert P. Childress  
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 Licensor: Joe Jimenez  
Executive Vice President and General Counsel  
Codina Partners  
2020 Salzedo Street  
5<sup>th</sup> Floor  
Coral Gables, FL 33134

- H. Complete Understanding. This agreement sets forth the final and complete understanding of the parties with respect to this subject matter. It is understood and agreed that there are no other representations with respect to this Agreement and this Agreement supersedes all prior discussions, agreements, and undertakings related to the subject matter hereof. It is further agreed that the rights, interests, understandings agreements, and obligations of the respective parties pertaining to the subject matter of this Agreement may not be amended, modified or supplemented in any way except by a subsequent written instrument evidencing the express written consent of each of the parties duly executed by the parties. Any terms inconsistent with or additional to the terms set forth in this Agreement which may be included with purchase order, acknowledgment , invoice or the like, of any party shall not be binding on any party hereto.
- I. Relationship. Nothing in this Agreement shall be construed to create an agency relationship between the parties. Accordingly, no party shall be liable for any debts, accounts, obligations, or any other liabilities or torts of the other party or its agents or employees, except as this Agreement may otherwise provide or the parties may otherwise provide by other written agreement between the,. The parties agree that in any lawsuit brought in its name or defended in its name, Licensor must retain all final control and authority of the lawsuit. Therefore, in any lawsuit envisioned in this agreement in which Licensor is a party, Licensor retains full control of the lawsuit, including full authority to determine what legal actions or positions may be asserted to the courts in the name of Licensor and the full authority to settle or compromise any claim on behalf of Licensor.
- J. Waiver. The failure of any party hereto to insist in any instance upon the strict performance of any provision of this Agreement or to exercise any election contained herein shall not be construed as a waiver or relinquishment for the future of such provision or election. No waiver or modification by any party shall be deemed to have been made unless expressed in writing by such party.
- K. Survival. All representations, warranties, covenants, conditions and agreements contained herein which either are expressed as surviving the expiration or termination of this Agreement or, by their nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Agreement, including (without limitation) the indemnification obligations and Hazardous Material provisions set forth herein , shall survive the termination or expiration of this Agreement.
- L. Applicable Law. This License shall be governed by the laws of the State of Florida and venue for any litigation hereunder shall be in Miami-Dade County, Florida.
- M. Waiver of Trial By Jury. It is mutually agreed by and between the respective parties that they hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any

matters arising out of or in any way connected with this License, the relationship of Licensor and Licensee's, and Licensee's use or occupancy of the License Area.

N. Invalidity of Provision. If any term or provision of this License or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this License or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this License shall be valid and be enforceable to the fullest extent permitted by law.

O. Time of Essence. It is understood and agreed between the parties hereto that time is of the essence of all the terms and provisions of this License.

P. Successors and Assigns. All terms and provisions of this License to be observed and performed by Licensee shall be applicable to and binding upon Licensee's respective heirs, personal representatives, successors and assigns, subject, however, to the restrictions as to assignment by Licensee as provided herein.

Q. Miscellaneous. The terms Licensor and Licensee as herein contained shall include singular and/or plural, masculine, feminine and/or neuter, heirs, successors, personal representatives and/or assigns wherever the context so requires or admits. The terms and provisions of this License are expressed in the total language of this License and the Article or article headings are solely for the convenience of the reader and are not intended to be all-inclusive and shall not be deemed to limit or expand any of the provisions of this License. Anything herein to the contrary notwithstanding, neither party shall be or be deemed to be in default hereunder unless it has failed to cure its default within a reasonable time following its receipt of notice thereof. All exhibits attached to this License, if any, are hereby incorporated in and made a part hereof. Neither this License nor any memorandum or short form thereof shall be recorded in the Public Records of Miami-Dade County, Florida. Licensee and Licensor each certifies for itself that it is not acting directly or indirectly for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and that it is not engaged in this transaction, directly or indirectly on behalf of any such person, group, entity or nation.

R. FLORIDA PUBLIC RECORDS LAW FLORIDA STATUTES CHAPTER 119, et seq. Records subject to the provisions of Public Records Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. Licensor

acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. Licensor also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, Licensor agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated by reference herein.

**IF THE LICENSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305.593.6625, MS. CONNIE DIAZ, CITY CLERK OF THE CITY OF DORAL. CITYCLERK@CITYOFDORAL.COM**

**[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]**

**IN WITNESS WHEREOF**, the parties execute this Agreement on the respective dates under each signature:

Attest:

**CITY OF DORAL**

\_\_\_\_\_  
Connie Diaz, City Clerk

By: \_\_\_\_\_  
Albert P. Childress, City Manager

Date:

\_\_\_\_\_

Approved As To Form and Legal Sufficiency for the Use  
And Reliance of the City of Doral Only:

\_\_\_\_\_  
Luis Figueredo, Esq.  
City Attorney

Codina Partners  
Joe Jimenez  
Executive Vice President & General Counsel

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_