

RESOLUTION No. 23-75

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A LETTER OF UNDERSTANDING WITH THE MIAMI-DADE SCHOOL BOARD FOR THE USE OF OFFICE SPACE AT THE CITY OF DORAL GOVERNMENT CENTER LOCATED AT 8401 NW 53 TERRACE, DORAL, FLORIDA, 33166, TO OPERATE AND MAINTAIN A DISTRICT OFFICE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, City of Doral ("City") has historically provided office space at City Hall to Miami Dade School Board Members and Senators upon request; and

WHEREAS, the former District 5 School Board Member, Susie Castillo, maintained a satellite office on the third (3rd) floor of City Hall for several years, and most recently, Senator Ana Maria Rodriguez, leased office space at a cost of \$1.00 per year on the first (1st) floor of City Hall, which space has become vacant; and

WHEREAS, on November 21, 2022, Florida Governor Ron DeSantis appointed Daniel Espino to the School Board of Miami Dade County to represent District 5; and

WHEREAS, the District 5 school district encompasses all of public and charter schools within the City of Doral; and

WHEREAS, the City believes it is in the best interest of its residents and school aged children and their families, to allow the Miami Dade School Board to establish a satellite office in City Hall to be utilized by School Board Member of District 5 for the purposes of meeting with District 5 constituents, and attending to said constituent's needs in a convenient and accessible government location, subject to the terms and conditions set forth in the Letter of

Understanding in substantially the form attached to this Resolution as Exhibit "A".

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 Letter of Understanding between the City and the Miami Dade County School Board, in substantially the form attached to this Resolution as Exhibit "A" is hereby approved.

Section 3. Authorization. The Mayor is authorized to execute the Letter Agreement on behalf of the City, in substantially the form attached to this Resolution as Exhibit "A".

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

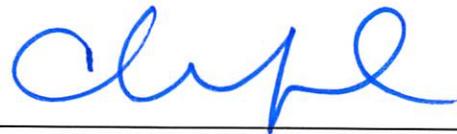
Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Puig-Corve who moved its

adoption. The motion was seconded by Vice Mayor Pineyro and upon being put to a vote, the vote was as follows:

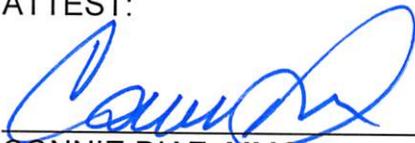
Mayor Christi Fraga	Yes
Vice Mayor Rafael Pineyro	Yes
Councilwoman Digna Cabral	Yes
Councilwoman Maureen Porras	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 10 day of May, 2023.



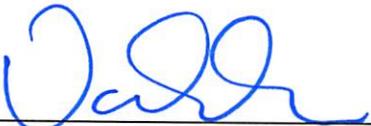
CHRISTI FRAGA, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



VALERIE VICENTE, ESQ. for
NABORS, GIBLIN & NICKERSON, P.A.
CITY ATTORNEY

EXHIBIT “A”



May ____, 2023

Superintendent Dr. Jose L. Dotres
The School Board of Miami-Dade County, Florida
1450 N.E. 2nd Avenue
Room 912
Miami, Florida 33132

Re: Letter of Understanding between City of Doral (“City”), a municipal corporation of the State of Florida, and The School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida (“School Board”) (collectively, the “Parties”)

Dear Dr. Jose L. Dotres:

This will confirm the City’s agreement to provide office space, as more particularly described below, to the School Board for a satellite office to be utilized by School Board Member of District 5, Daniel Espino (“School Board Member”), for the purposes of meeting with District 5 constituents, which encompasses all public schools within the jurisdictional boundaries of the City, and attending to said constituent’s needs in a convenient and accessible government location (“Purposes”). This letter of understanding between the City and the School Board is subject to the following terms and conditions (“Agreement”):

I. Premises.

The City, in consideration of having a physical presence by the District 5 School Board Member within the City for the Purposes set forth above, hereby agrees to provide the School Board Member exclusive use of those certain premises hereinafter referred to as the "Premises" and more fully described as follows:

Approximately 140 square feet of City owned property (the "Building") located on the first floor at 8401 NW 53 Terrace, Doral FL 33166, and as more specifically delineated in "Exhibit 1", attached hereto and incorporated herein.

II. Term.

- A. The initial term of this Agreement will commence on the May 10, 2023, and will continue for a period of (1) year (“Initial Term”).
- B. The initial term will automatically renew for successive one (1) year terms unless either Party notifies the other in writing of its intention terminate the Agreement as set forth in

subsection (C), below.

- C. Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party at its convenience, without cause.

III. Miscellaneous.

- A. City's Right of Entry. The City's authorized representatives, shall have the right to enter upon Premises at all reasonable times for the purpose of inspecting same, preventing waste, making such repairs as the City may consider necessary, and for the purpose of preventing fire, theft or vandalism. The City agrees that, whenever reasonably possible, it shall use reasonable efforts to provide notice (whether written or verbal), unless the need to enter the Premises is an emergency, as deemed by the City's authorized representatives, in their sole discretion, which if not immediately addressed could cause property damage, loss of life or limb, or other injury to persons.
- B. No Assignments. The School Board shall not assign or sublet the Premises, in whole or in part.
- C. As Is. The School Board Acknowledges and agrees that the Premises are being provided in their present "As Is" condition.
- D. Utilities. The City shall provide all utilities, inclusive of electricity, and water.
- E. Access to Common Areas. The City shall provide the School Board Member with access and use of all common areas, including the restrooms, and breakroom (together with the equipment in the breakroom, comprising of the refrigerator, coffee machine, microwave, toaster oven, and vending machines).
- F. Indemnification. Subject to the limitations of Section 768.28, Florida Statutes, the School Board agrees to indemnify and hold harmless the City from and against any and all claims, suits, actions, damages, or causes of action arising from or in connection with the School Board's use of the Premises during the term of this Agreement.

Please sign and date your signature below to confirm your agreement with the above terms and conditions.

Sincerely,

Mayor Christi Fraga

ACCEPTED BY THE SCHOOL BOARD OF MIAMI DADE COUNTY

Signature

Print Name

Title

Date: _____